

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BRIGHTON BAY II HOMEOWNERS ASSOCIATION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTON BAY II HOMEOWNERS ASSOCIATION (this "Amendment") dated as of this 19<sup>th</sup> day of March, 2013, amends the Declaration of Covenants, Conditions, and Restrictions for Brighton Bay II (the "Declaration") dated February 23, 2006, by BRIGHTON BAY, Ltd., an Ohio limited liability company ("Declarant"), and BRIGHTON BAY II HOMEOWNERS ASSOCIATION, an Ohio non-profit corporation (the "Association"), and recorded as document 55297758, of the Summit County Records.

RECITALS:

- A. Article XIV Section 2 a of the Declaration provides that "The Declarant shall have the sole right to amend this Declaration and Regulations during the Class B Control Period unilaterally so long as the amendments shall not change the voting rights of the Class A members or the method of calculating Base and Special Assessments pursuant to this Declaration."
- B. The Class B Control Period as defined in Article I Section 7 of the Declaration has not ended pursuant to the provisions of Article III Section 2 of the Declaration.
- C. Brighton Bay, Ltd. is the Declarant and the Class B Member of the Association.

NOW, THEREFORE, Brighton Bay, Ltd. the Declarant hereby amends the Declaration as follows:

Item One: Article I is hereby amended by the addition of new Section 7 to read as follows:

Section 7 "Capital Expense" means an unanticipated expense for whatever cause exceeding Five Hundred Dollars (\$500.00).

Item Two: Original sections 7 through 28 of Article I are hereby renumbered as sections 8 through 29, respectively.

*Em U.S. Title  
1301 E. Ninth St, Suite 2310  
Cleveland, OH 44114*



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Kristen Scalise, Summit Co Fiscal Office

Item Three: Article IV Section 4 d is hereby amended to read as follows:

d. Lien Against Lot - Liability of Owner. All Assessments, together with other Collection Charges consisting of (i) interest determined on a uniform basis for all delinquent Owners by the Board at a rate not to exceed the highest rate allowed by Ohio law as computed from the date the delinquency first occurs, (ii) a late payment charge if any Assessment shall not be paid within ten (10) days of the date due, as established from time to time by the Board (but in no event higher than ten percent (10%) of the amount due), and (iii) reasonable costs and attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made whether or not a Notice of Lien shall have been filed of record. Each such Assessment, together with the Collection Charges, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, but his or her grantee shall not be personally liable for such Assessment unless expressly assumed by the grantee. Such Assessment, however, shall continue to be a lien on the Lot of the grantee, except no first Mortgagee, nominee of a first Mortgagee, or third party purchaser who obtains title to a Lot pursuant to the remedies provided in a first Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

Item Four: Article IV Section 4 e is hereby amended to read as follows:

e. Certificate of Paid Assessments. The Association shall, within a reasonable time after written demand, furnish to any Owner or other Person liable for any type of Assessment or any Person who has executed a contract to purchase a Unit or who has agreed to Mortgage a Unit a certificate in writing signed by an officer or Manager of the Association setting forth whether such Assessments have been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessments therein stated to have been paid. The Association may require the advance payment of a processing fee for the issuance of such certificate in such reasonable amount as may be set in the Regulations from time to time.

Item Five: Article VI Section 1 is hereby amended by the addition of new Section 1 subsection b to read as follows:

b. The Association may cease providing all or part of the services set forth in Section 1 a to a Lot or Unit during any period when Assessments on such Lot or Unit are delinquent

Item Six: Existing Article VI Section 1 subsections b and c are hereby redesignated as subsections c and d respectively.

Item Seven: As a clarification and not an amendment, all provisions not specifically amended herein remain unchanged and in full effect.

Item Eight: As a clarification and not an amendment, all provisions not specifically amended herein remain unchanged and in full effect.



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Kristen Scalise, Summit Co Fiscal Office

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 19<sup>th</sup> day of March, 2013.

Brighton Bay, Ltd., an Ohio limited liability company, Declarant

By: HGG Brighton Bay, Ltd., an Ohio Limited Liability Company

By: [Signature]  
Gary L. Gross, Vice President

The Brighton Bay II Homeowners Association joins in the execution of this Declaration to express its consent and approval of the terms and provisions hereof, this 19<sup>th</sup> day of March, 2013.

BRIGHTON BAY II HOMEOWNERS ASSOCIATION

By: [Signature]  
Gary L. Gross, President

STATE OF OHIO )  
)SS.  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for the State of Ohio, personally appeared the above-named Brighton Bay, Ltd., an Ohio limited liability company, acting by and through Gary L. Gross, its Vice President, who acknowledged that he did sign the foregoing Declaration on behalf of the, the Corporation and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 19<sup>th</sup> day of March, 2013.



[Signature]  
DEBRA M. BARAN  
Notary Public, State of Ohio  
My Commission Expires  
July 20, 2017

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for the State of Ohio, personally appeared the above-named Brighton Bay II Homeowners Association, an Ohio corporation, by Gary L. Gross, the President, who acknowledged that he did sign the foregoing Declaration on behalf of the corporation and the same was their free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Royalton, Ohio this 19<sup>th</sup> day of March, 2013.

  
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Notary Public



DEBRA M. BARAN  
Notary Public, State of Ohio  
My Commission Expires  
July 20, 2017

This instrument prepared by:

Randall A. Cole, Esquire  
14230 County Line Road  
Hunting Valley, Ohio 44022  
(440) 247-2263

