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CONDO 80.00
John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 54623147 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Feb 15, 2006

BY: JOHN A. DONOFRIO
FISCAL OFFICER
By J. Taylor, Deputy Auditor

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AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association (the "Declaration") and the By-Laws of Summit Highlands II Homeowners Association (the "Bylaws"), Exhibit D to the Declaration, were recorded at Summit County Records Instrument No. 54623147, and

WHEREAS, the Summit Highlands II Homeowners Association (the "Association") is a corporation consisting of all Owners in Summit Highlands II and as such is the representative of all Owners, and

WHEREAS, Article XIV, Section 2, Paragraph c of said Declaration authorizes amendments to the Declaration and Bylaws Article VI, Section 7 authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A, C, E, and F signed by Owners representing 94.9153% of the Association's voting power as of January 16, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 94.9153% of the Association's voting power authorizing the Association's officers to execute the Amendments A, C, E, and F on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments B and D signed by Owners representing 93.2203% of the Association's voting power as of January 16, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 93.2203% of the Association's voting power authorizing the Association's officers to execute the Amendments B and D on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Summit Highlands II Homeowners Association is hereby amended by the following:

AMENDMENT A

MODIFY DECLARATION RECITAL G. Said modification, to be made on Pages 1-2 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows (deleted language is crossed-out; new language is underlined):

> G. The Summit Highlands II Homeowners Association ("Association") has been formed to regulate, administer and govern the Summit Highlands II Area for the fulfillment of the objectives of this Declaration with the power to levy and collect Assessments to provide the necessary funds for operating, maintaining, repairing and replacing items specified in Article IV, Section 1 of this Declaration ~~the exterior faces of the houses, grass and landscaped areas, driveways, walkways and private drives as hereinafter provided~~.

MODIFY DECLARATION ARTICLE I, SECTION 20, entitled "Notice." Said modification, to be made on Page 4 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows (deleted language is crossed-out; new language is underlined):

> Section 20. "Notice" shall mean depositing written notice in the regular United States mail, postage prepaid, to the addresses listed below or such other address as a party may designate in writing from time to time. Notice shall be deemed complete three days after mailing.
>
> | | |
> |---|---|
> | ~~As to the Declarant:~~ | ~~Spring Hill Residential Associates~~
~~14300 Ridge Road~~
~~North Royalton, Ohio 44133~~ |
> | As to the Association: | Summit Highlands II Homeowners Association
8800 Primrose Lane
Macedonia, Ohio 44056
~~14300 Ridge Road~~
~~North Royalton, Ohio 44133~~ |
> | As to an Owner or Occupant: | To the address of such Owner's Unit. |

MODIFY BYLAWS ARTICLE I, SECTION 2, entitled "Principal Office." Said modification, to be made on Page 1 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows (deleted language is crossed-out; new language is underlined):

> Section 2. Principal Office. The principal office of the Association in the State of Ohio shall be located at 8800 Primrose Lane, Macedonia, Ohio 44056 ~~14300 Ridge Road, Suite 100, North Royalton, Ohio~~.
>
> Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment clarifying the definition of the property and the new mailing address for the Association. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

DELETE DECLARATION ARTICLE VI, SECTION 1, PARAGRAPH a entitled, "Association Repairs Generally," in its entirety. Said deletion is to be taken from Pages 13-14 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new DECLARATION ARTICLE VI, SECTION 1, PARAGRAPH a entitled, "Association Repairs Generally." Said new addition, to be added on Pages 13-14 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

> a. Association Repairs Generally. The Association shall make all repairs and replacements and provide any maintenance (including necessary painting) to maintain and keep in good condition and repair, clean and aesthetically pleasing (the "Maintenance Standards"): (i) the Common Areas, (ii) streets, (iii) snow removal on streets and driveways, (iv) replacing original landscaping (i.e. cutting, edging/trimming, and fertilizing grass and pruning shrubs, applying mulch to, and weeding, front beds and around trees originally installed by Declarant), (v) painting of exterior doors and frames and front porch columns and rails, and (vi) annual cleaning of gutters. Except for the specific items listed above, all other maintenance, repairs and replacements to the exterior of the Unit and Lot shall be the responsibility of the Owner including, but not limited to, siding, windows, driveways, doors, garage doors or shingles, and all such maintenance, repairs and replacements must be

consistent with the overall community aesthetics and approved by the Board of Trustees.

Notwithstanding the above, the Owner of a Lot shall make any repairs and replacements to the Unit or the Lot required: (i) as the result of an Insurable Loss, to restore the Unit to its condition existing immediately preceding such loss; or (ii) as the result of the acts or negligence of such Owner or his/her Occupants or their respective agents, employees, guests, or contractors. The Association shall not be responsible for the maintenance of any heating and air conditioning facilities located on or outside of the exterior walls of a Unit which exclusively serve that Unit.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment defining the maintenance responsibilities of the Association. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

MODIFY DECLARATION ARTICLE XII, SECTION 1 entitled, "Signs." Said modification, to be made on Page 22 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows (deleted language is crossed-out; new language is underlined):

Section 1. Signs. No sign or advertising device of any kind~~, including but not limited to political signs,~~ shall be erected within the Summit Highlands II Area without the prior written consent of the ~~Declarant during the Class B Control Period or the~~ Board of Trustees ~~thereafter~~. ~~Except for signs installed by Declarant and the Association, no~~ One (1) Real Estate "For Sale" sign, no larger than 24" x 24" and displayed only in the front bed, ~~or "For Rent" or similar signs~~ shall be permitted when a Unit is on the market. Such sign shall be removed immediately upon transfer of title. The Board of Trustees ~~and the Declarant~~ shall have the right to erect signs or other advertising devices within the Summit Highlands II Area as they, in their sole discretion, deem appropriate.

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AMENDMENT D

MODIFY DECLARATION ARTICLE XII, SECTION 9 entitled, "Lighting." Said modification, to be made on Page 23 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows (deleted language is crossed-out; new language is underlined):

Section 9. Lighting. Except for seasonal decorative lights, which may be displayed on Units between October 1st and March 1st only (removed as soon as possible, weather permitting) and illuminated only between October 1st and October 31st and between Thanksgiving and January 10th only., ~~all exterior lights must be approved in accordance with Article V of this Declaration.~~ (No inflatable items are permitted within the Summit Highlands II Area at any time.)

AMENDMENT E

INSERT a new DECLARATION ARTICLE XII, SECTION 20 entitled, "Occupancy Restriction." Said new addition, to be added on Page 26 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

Section 20. Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

AMENDMENT F

INSERT a new DECLARATION ARTICLE XII, SECTION 21 entitled, "Occupancy Limit." Said new addition, to be added on Page 26 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

Section 21. Occupancy Limit. No more than two (2) persons per bedroom in any Unit shall be permitted as permanent Occupants ("permanent" means more than thirty [30] days out of each twelve [12] month period). Each

Owner shall provide the Board with the names of all permanent Occupants and the license number and vehicle description owned by permanent Occupants.

Any conflict between these provisions and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this amendment clarifying use restrictions by the Owners. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Summit Highlands II Homeowners Association has caused the execution of this instrument this 8TH day of FEBRUARY, 2006.

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

By: Richard J. Torlina
DICK TORLINA, its President

By: Jay G. Taylor, Vice Pres.
~~JAN KOCIANIC, its Secretary~~
JAY TAYLOR - VICE PRESIDENT



STATE OF OHIO)
) SS
COUNTY OF Summit)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Summit Highlands II Homeowners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Macedonia, Ohio, this 8th day of February, 2006.

NOTARIAL SEAL STATE OF OHIO

Kelly Brown
NOTARY PUBLIC

Kelly Brown
Notary Public State of Ohio
My Commission Expires
September 27th 2010

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John A Donofrio, Summit Fiscal Officer

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

EW