AMENDMENT 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 THIS AMENDMENT 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:_____ BY:_____
FISCAL OFFICER

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

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

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions for Summit Highlands II Homeowners Association (the "Declaration")was recorded at Summit County Records, Instrument No. 54623147.

B. 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.

C. Declaration Article XIV, Section 2, Paragraph c authorizes amendments to the Declaration.

D. Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

E. As of June 7, 2018, Owners representing 76.27% of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. The Association has complied with the proceedings necessary to amend the Declaration, as required by the Declaration, in all material respects.

G. The Declaration of Covenants, Conditions, and Restrictions for Summit Highlands II Homeowners Association is amended by the following:

DELETE DECLARATION ARTICLE XII, SECTION 15 entitled, "Leasing," in its entirety. Said deletion to be taken from Page 24 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new DECLARATION ARTICLE XII, SECTION 15 entitled, "Unit Leases." Said new addition, to be added to Page 24 of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

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Section 15. Unit Leases. To create a community of resident Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes, including, without limitation, the preservation of property values and the well-being of Owners and Occupants; no Unit can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

a. The above prohibition does not apply to:

i. Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

ii. "Grandfathered Units."

(1) "Grandfathered Units" are those Units that are leased or rented by the Owner to a third party as of the date this amendment is recorded with the Summit County Fiscal Office, and which the Owner has registered with the Association as a "Leased Unit" within 90 days of the recording of this amendment.

(2) Grandfathered Units are excepted from this lease prohibition. Grandfathered Units may continue to be leased, until titled ownership of the Unit is transferred to a subsequent Owner. Upon the date of title transfer, the Unit is no longer a Grandfathered Unit and is no longer excepted from this lease prohibition.

iii. "Hardship Units."

(1) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Unit to a specified renter/tenant for a one-time period of no more than 12 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs b and c below. To exercise this right:

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a. The Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

b. The Owner may not be more than 60 days delinquent in payment of any Assessment or other amount due to the Association. If the Owner is more than 60 days past due in payment, the Owner will request from the Board of Directors a one-time hardship exception and will not lease the Unit until the Board approves the request.

b. Units occupied by parents or children of an Owner, Grandfathered Units, or Hardship Units are subject to the following conditions and restrictions:

i. Lease terms must be for 12 full, consecutive calendar months;

ii. Leases must be provided to the Board of Directors prior to the commencement of the lease term, which must include the names of all tenants;

iii. No Unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

iv. No Unit may be sub-leased, sublet, or rented by a tenant;

v. No individual room, part, or sub-part of any Unit may be leased, let, or rented;

vi. The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed

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to the Association is paid in full.

vii. The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and Rules and regulations.

viii. When an Owner leases their Unit, the Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property.

ix. The Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, Rules, or applicable laws, by any occupant of the Unit, or the Owner of the Unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. The Association will give the Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner(s) and the Unit's account and is a lien against that Unit.

c. Any land contract for the sale of a Unit must be recorded with the Summit County Fiscal Office. A recorded copy of the land contract must be delivered to the Board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.

d. The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, Rules to address and eliminate attempts to circumvent the meaning or intent of this Section 15 and in furtherance of the preservation of Summit Highlands II as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section 15.

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Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Summit Highlands II Homeowners Association has caused the execution of this instrument this 28th day of JUNE, 2018.

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

By: Jay G Taylor, President
JAY TAYLOR, its President

By: Janell J Boswell, Secretary
JANELL J. BOSWELL, its Secretary

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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 6 of 7, 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.

I have set my hand and official seal in Macedonia, Ohio, this 28th day of June, 2018.

Deborah M Hamm
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL
STATE OF OHIO

Deborah M. Hamm
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 12/06/2020

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

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