

CUYAHOGA COUNTY RECORDER  
PATRICK J. OMALLEY - 5  
DECL 05/19/2006 01:23:07 PM  
**200605190550**

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS OF BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION RECORDED AT VOLUME 88-5916, PAGE 31 ET SEQ., OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Covenants and Restrictions of Bryn Mawr Cluster Homeowners' Association (the "Declaration") was recorded at Cuyahoga County Records Volume 88-5916, Page 31 et seq., and

WHEREAS, the Bryn Mawr Cluster Homeowners' Association (the "Association") is a corporation consisting of all Owners in Bryn Mawr Cluster and as such is the representative of all Owners, and

WHEREAS, Section 15(i)(ii) of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 66 2/3% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to both Amendments A and B signed by Owners representing 70.27% of the Association's voting power as of March 23, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 70.27% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Covenants and Restrictions of Bryn Mawr Cluster Homeowners' Association have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants and Restrictions of Bryn Mawr Cluster Homeowners' Association is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION SECTION 16, entitled "COVENANTS AND RESTRICTIONS" and INSERT a new DECLARATION SECTION 16(a) entitled, "Occupancy Restriction." Said new addition, to be added on Page 27 of the Declaration, as recorded at Cuyahoga County Records, Volume 88-4424, Page 4 et seq. and re-recorded at Volume 88-5916, Page 31 et seq., is as follows:

(a) 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 Residence for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Residence 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.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Residence. 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.

#### AMENDMENT B

INSERT a new DECLARATION SECTION 16(b) entitled, "Rental of Residence." Said new addition, to be added on Page 27 of the Declaration, as recorded at Cuyahoga County Records, Volume 88-4424, Page 4 et seq. and re-recorded at Volume 88-5916, Page 31 et seq., is as follows:

(b) Rental of Residence. No Residence shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident owners, subject to the following:

(1) This restriction does not apply to: (1) Residences that are occupied by the parent(s) or child(ren) of the Owner; or, (2) any Owner leasing his/her Residence at the time of recording of this amendment with the Cuyahoga County Recorder's Office, and who has registered his/her Residence as being leased with the Association within ninety (90) days of the recording of this amendment, said Owner shall continue to enjoy the privilege of leasing that Residence until the title to said Residence is transferred to a subsequent Owner.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner has the right to lease his/her Residence, provided the Owner gives prior written notice to the Board, to a specified

lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a Residence be rented by the Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Residence, in whole or in part, is also prohibited.

(4) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. Any land contract for the sale of a Residence must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of ownership of his/her Residence and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Residences. 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 Bryn Mawr Cluster Homeowners' Association has caused the execution of this instrument this 12<sup>th</sup> day of April, 2006.

BRYN MAWR CLUSTER HOMEOWNERS' ASSOCIATION

By: Edward Hemeayer  
EDWARD HEMEYER, its President

By: Mary Friscione  
MARY FRISCONE, its Secretary

STATE OF OHIO )  
 )  
COUNTY OF Cuyahoga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Bryn Mawr Cluster Homeowners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 5, 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 Strongsville, Ohio, this 12<sup>th</sup> day of April, 2006.

Rebecca L. Klobusnik  
NOTARY PUBLIC

REBECCA L. KLOBUSNIK, Notary Public  
State of Ohio, Cuyahoga County  
My Commission Expires 08-11-2007

This instrument prepared by:  
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