

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS
OF
HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS RECORDED AT INSTRUMENT NO. 55007731 OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5/24/16

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: *Katie Mancino*
Katie Mancino



AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND
RESTRICTIONS OF
HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS

WHEREAS, the Declaration of Covenants, Conditions, Easements, and Restrictions of Heritage Woods Cluster Area, To Be Known as Laurel Woods (the "Declaration") was recorded at Summit County Records, Instrument No. 55007731, and

WHEREAS, the Laurel Woods Owner's Association (the "Association") is a corporation consisting of all Owners in Laurel Woods and as such is the representative of all Owners, and

WHEREAS, Article XIV, Section 14.11(d) authorizes amendments to the Declaration, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about April 20, 2016, and, at such meeting and any adjournment, Owners representing at least 67% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 89% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 89% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.



NOW THEREFORE, the Declaration of Covenants, Conditions, Easements, and Restrictions of Heritage Woods Cluster Area, To Be Known as Laurel Woods is amended by the following:

MODIFY the 1ST TWO SENTENCES in DECLARATION ARTICLE VI, SECTION 6.4 entitled, "Exterior Maintenance of Living Units and Maintenance of Originally Installed Landscaping by the Association." Said modification, to be made on Page 13 of the Declaration, as recorded at Summit County Records, Instrument No. 55007731, is as follows (deleted language is crossed-out; new language is underlined):

In addition to the reasonable maintenance, ~~and repair, and replacement~~ of the Common Elements, the Association ~~shall~~ will provide reasonable exterior maintenance, repair and replacement for each Living Unit as follows: exterior paint of building surfaces, repair and care of roofs, foundations, exterior building surfaces, reasonable snow removal from driveways, maintenance of the Originally Installed Landscaping ~~and other structural and non-structural improvements.~~ Such exterior maintenance, repair, and replacement shall will not include: roofs; foundations; exterior building surfaces; party walls; cleaning, repair or replacement of gutters and downspouts; glass surfaces; garage doors (except exterior painting); nor decks and patios.

DELETE DECLARATION ARTICLE VII, SECTION 7.1(a)(3) in its entirety. Said deletion to be taken from Page 17 of the Declaration, as recorded at Summit County Records, Instrument No. 55007731.

INSERT a new DECLARATION ARTICLE VII, SECTION 7.1(a)(3). Said new addition, to be added on Page 17 of the Declaration, as recorded at Summit County Records, Instrument No. 55007731, is as follows:

(3) Except as otherwise expressly provided in this Declaration, the Owner will be responsible, at such Owner's expense, for the maintenance, repair, and replacement of:

(a) foundation walls and footers, including exterior cracks in such walls or footers, waterproofing, and settlement of said walls or footers, including non-structural interior foundation



wall cracks, and the concrete slab floors forming the bottom floor of the Living Unit, including the garage floor. The responsibility for concrete floors includes repairs needed due to settlement and erosion underneath the floor as well as any repair or other work to mitigate radon gas.

(b) The roofing system. The term "roofing system" includes roofing shingles, underlayment, ice and water shield, flashing materials, roof decking material, gutters, and downspouts, but does include any roof trusses, joists, or other structural repairs.

(c) Siding, including the Tyveck or other similar material, sheathing, studs, and insulation underneath the siding.

(i) In addition, with respect to the maintenance, repair and replacement of roofs and siding, the following applies:

(a) A Living Unit may be attached to at least one other Living Unit. Therefore, the replacement or repair of roof or siding materials of one Living Unit will, at times, require the cooperation of each Owner of an attached Living Unit for structural integrity or functionality of the roof or siding, including proper warranting of the roof or siding work or materials, or aesthetics, or both. To foster and ensure cooperation by and between Owners, the Board has the power to:

(1) establish mandatory minimum standards and specifications for the repair or replacement of roofs and siding;

(2) establish minimum qualifications, including necessary permits, licenses, or bonds, for contractors retained by Owners to replace or perform major repairs of, as determined by the Board, the roofs or siding;



(3) establish mandatory guidelines and criteria to evaluate and determine when a given roof or siding component needs repair or replacement, including, without limitation, complete replacement of the roof or siding, or a roof overlay; and,

(4) to, as an Association expense, retain a professional engineer, architect, roofing consultant, or other qualified person or company to advise the Board in establishing any standard, specification, qualification, guideline, or criteria.

(b) If Owners of attached Living Units in the same building do not agree as to when or to what extent the roof or siding must be maintained, repaired or replaced, any such Owner, individually or in conjunction with another Owner or Owners of Living Units in the same attached building, may seek a resolution of the dispute by:

(1) Submitting a written request to the Board specifying the work the Owner asserts is necessary. Upon the Board's receipt of such a request, the Board will set a hearing to determine what, if any, repair or replacement is needed, and notify the Owners of Living Units in the same attached building as the Owner who submitted the request, in writing, at least seven days in advance of the date, time, and location of the hearing. The Board will further retain, at its sole discretion and determination, an independent, professional engineer, architect, roofing consultant, or other qualified person or company, to inspect the roof or siding at issue, attend the hearing, consider the information and documentation submitted by each, and render a decision as to what, if any, repair or replacement



is needed. The decision rendered by the qualified person or company is final and binding against the Owners at issue, and judgment may be entered upon it in accordance with Ohio law by a court of law. The Association will assess all costs, fees, and expenses incurred in this process equally against the Owners of the Living Units in the same attached building;

(2) Submitting the dispute to binding arbitration administered by the American Arbitration Association, or, if not in existence, an arbitration forum or panel referred to the Owner by the Ohio State Bar Association. Demand for arbitration will be made in writing, delivered to the other Owners in the same attached building, and filed with the person or entity administering the arbitration. The decision rendered by the qualified person or company is final and binding against the Owners at issue, and judgment may be entered upon it in accordance with Ohio law by a court of law; or,

(3) Filing a complaint in any court having jurisdiction of over the issue. The prevailing Owner or Owners in such court action is entitled to an award of reasonable attorney's fees, and other costs and expenses of litigation, from the Owner or Owners of the Living Units in the same attached building.

(c) The Board has the right and authority to adopt and enforce any other Rules, polices, or procedures it determines will further the maintenance of the roofs and siding in a condition of good repair, condition, and appearance to maintain the values of Living Units attached to one another and the values of the Living Units within Laurel Woods as a whole.



(d) The Association, including the Board, is not liable for or responsible to any Owner for any defect, failure, or error in any standard, specification, qualification, guideline, criteria, Rule, policy, procedure, or other requirement the Board adopts or establishes, or for any decision or ruling of any independent, professional engineer, architect, roofing consultant, or other qualified person or company the Association retains, in accordance with this Section 7.1(a)(3).

In the event of any uncertainty or good faith dispute as to whether the Association or an individual Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's or individual Owner's responsibility, is final, provided that such determination must thereafter be consistently followed.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment shifting maintenance, repair, and replacement of roofs, siding, and foundations and addressing requirements for the timely and proper repair and replacement of shared roofs and siding. 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 the 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 the amendment.

Page 7 of 8
5/24/16 11:11 AM Recording Fee: \$ 80.00
Kristen M. Soallise, CPS, CPE, Summit County Fiscal Officer

DOC # 56214030



The Laurel Woods Owner's Association has caused the execution of this instrument this 17 day of May, 2016.

LAUREL WOODS OWNER'S ASSOCIATION

By: *Peter Costello*
PETER COSTELLO, its President

By: *Alan Larris*
ALAN LARRIS, its Secretary

STATE OF OHIO)
COUNTY OF Summit)

SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Laurel Woods Owner's Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument 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 AKRON, Ohio, this 17th day of May, 2016.

Patricia J. Sapp
NOTARY PUBLIC

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

Place notary stamp/seal here:



PATRICIA J. SAPP
Notary Public, State of Ohio
My Commission Expires
June 4, 2020



copy

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND
RESTRICTIONS
OF
HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS RECORDED AT INSTRUMENT NO. 55007731 OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5/22/15

BY: KRISTEN M. SCALISE CPA, CFE
 FISCAL OFFICER

By: Katie Mancino
 Katie Mancino



56129692
 Pg: 1 of 9
 05/22/2015 11:25A
 CONDO 88.00

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND
RESTRICTIONS OF
HERITAGE WOODS CLUSTER AREA, TO BE KNOWN AS LAUREL WOODS

WHEREAS, the Declaration of Covenants, Conditions, Easements, and Restrictions of Heritage Woods Cluster Area, to be known as Laurel Woods (the "Declaration") was recorded at Summit County Records, Instrument No. 55007731 and the Bylaws of Heritage Woods Cluster Area Owner's Association, Inc. to be known as Laurel Woods (the "Bylaws"), was recorded at Summit County Records, Instrument No. 55007732, and

WHEREAS, the Laurel Woods Owner's Association (the "Association") is a corporation consisting of all Owners in Laurel Woods HOA and as such is the representative of all Owners, and

WHEREAS, Article XIV, Section 14.11(d) authorizes amendments to the Declaration and Article VII, Section 6 authorizes amendments to the Bylaws, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about April 16, 2015, and, at such meeting and any adjournment, Owners representing 67% of the voting power of the Association executed, in person or by proxy, an instrument 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, B, and C signed by Owners representing 67% of the Association's voting power as of April 16, 2015 together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 67% of the Association's voting power authorizing the Association's officers to execute Amendments A, B, and C on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.



NOW THEREFORE, the Declaration of Covenants, Conditions, Easements, and Restrictions of Heritage Woods Cluster Area, to be known as Laurel Woods is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, SECTION 7.26 entitled, "Occupancy Restriction." Said new addition, to be added on Page 25 of the Declaration, as recorded at Summit County Records, Instrument No. 55007731, is as follows:

Section 7.26 - Occupancy Restriction

A Person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, 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 will be interpreted in favor of this restriction on the occupancy of Living 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 the 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 the amendment.



AMENDMENT B

INSERT a new BYLAWS ARTICLE III, SECTION D entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page 15 of the Bylaws, as recorded at Summit County Records, Instrument No. 55007732, is as follows:

D. Indemnification of Board Members, Officers, and Committee Members.

The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which he/she is or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that his/her conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any



action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, he/she will, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Unit Owners to select legal counsel to defend the Directors.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any Person who is or was a Director, officer, or committee member against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on



behalf of the Association and every contract or agreement made by any Director, officer, or committee member will mean that such Director, officer, or committee member is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws or as a Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. 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 Unit Owners of record at the time of such filing have standing to contest the validity of the 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 the amendment.

AMENDMENT C

DELETE DECLARATION ARTICLE XIV, SECTION 14.3 entitled, "Notices," in its entirety. Said deletion to be taken from Pages 34-35 of the Declaration as recorded at Summit County Records, Instrument No. 55007731.

DELETE BYLAWS ARTICLE VII, SECTION 5 entitled, "Notices," in its entirety. Said deletion to be taken from Page 21 of the Bylaws, as recorded at Summit County Records, Instrument No. 55007732.

INSERT a new DECLARATION ARTICLE XIV, SECTION 14.3 entitled, "Notices." Said new addition, to be added on Page 34 of the Declaration as recorded at Summit County Records, Instrument No. 55007731, is as follows:

Section 14.3 – Notices

All notices required or permitted under the Declaration or Bylaws, to the Association or the Board of Directors, must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Property or to such other address as the Board of Directors may designate from time to time by notice in writing to all Owners. All notices required or permitted under the Declaration or Bylaws to any Owner must be hand-delivered, sent by electronic mail, or sent by regular U.S. mail, first-class postage prepaid, to such Owner's Living Unit address or to such other address as may be designated by him/her from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any Occupant of a Living Unit other than a Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Living Unit address.

Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail. 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 the 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 the amendment.

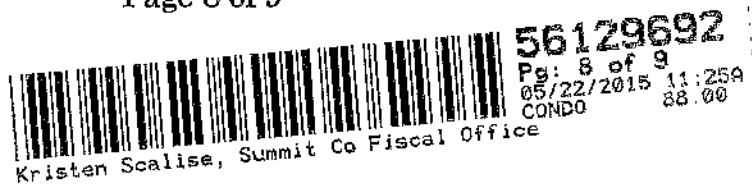


The Laurel Woods Owner's Association has caused the execution of this instrument this 14 day of May, 2015.

LAUREL WOODS OWNER'S ASSOCIATION

By: Peter D Costello
PETER COSTELLO, its President

By: Alan Larris
ALAN LARRIS, its Secretary



STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Laurel Woods Owner's Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 8 of 9, 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 set my hand and official seal in Akron, Ohio, this 14 day of May, 2015.


NOTARY PUBLIC

Place notary stamp/seal here:



GINA CANIGLIA
Notary Public, State of Ohio
My Commission Expires
July 17, 2018

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

Page 8 of 9

