

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 FOR SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

KRISTEN M. SCALISE CPA, CFE

DATED: 8-14-2020

BY: _____
FISCAL OFFICER

by: *Beverly Coble*
Beverly Coble

DOC # 56566534



**AMENDMENTS 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") and the Bylaws of Summit Highlands II Homeowners Association (the "Bylaws"), Exhibit D of the Declaration, were 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 and Bylaws Article VI, Section 7(c) authorizes amendments to the Bylaws.

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

E. As of July 16, 2020, Owners representing 88.14 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments A and C and authorizing the Association's officers to execute Amendments A and C on their behalf.

F. As of July 16, 2020, Owners representing 79.66 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

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



AMENDMENTS

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

AMENDMENT A

DELETE BYLAWS ARTICLE II, SECTION 9 entitled, "**Proxies**," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new BYLAWS ARTICLE II, SECTION 9 entitled, "**Proxies**." Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

Section 9. Proxies. Except as may be otherwise stated in the Declaration, Members may vote, act, or execute consents, waivers or releases by proxy. All proxies will be in writing or appointed in any other manner permitted by Ohio law, which vote, act, or execution may be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under State law, and filed with the Secretary. Without affecting any vote, act, or execution previously taken or authorized, the Member(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or in an open meeting up to the time the voting or act is closed. The mere presence at a meeting of the Member(s) appointing a proxy does not revoke the appointment.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the use of proxies. 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.



AMENDMENT B

DELETE BYLAWS ARTICLE II, SECTION 11 entitled, "**Quorum,**" in its entirety. Said deletion to be taken from Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new BYLAWS ARTICLE II, SECTION 11 entitled, "**Quorum; Adjournment.**" Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

Section 11. Quorum; Adjournment. The Members in good standing who are present, in person or by proxy, constitute a quorum for any Association meeting. Under no circumstance, however, can any action required by law or by the Declaration or Bylaws to be authorized or taken by Owners entitled to exercise a designated proportion of the voting power be authorized or taken by a lesser proportion. Members entitled to exercise a majority of the voting power at a meeting may adjourn the meeting to another date; if the date, time, and place to which the meeting is adjourned to are fixed and announced at the meeting, no additional notice to the owners is needed. For purposes of quorum, a Member in good standing is defined as the Member is not either 1) engaged in litigation with the Association or with any Director in their capacity as a Director or 2) is current in payment of any amount owed to the Association as of the date of the meeting.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding quorum at Association meetings. 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. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.



AMENDMENT C

DELETE the **FIRST SENTENCE** in **BYLAWS ARTICLE III, SECTION 7**. Said deletion to be taken from Page 4 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147.

INSERT a new **FIRST SENTENCE** in **BYLAWS ARTICLE III, SECTION 7**. Said new addition, to be added to Page 3 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54623147, is as follows:

Section 7. Regular Meetings. Regular meetings of the Board will be held at such times and places as determined by a majority of the Directors, but at least four such meetings will be held during each fiscal year on a quarterly basis.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment requiring a minimum of four Board meetings on a quarterly basis. The invalidity of any part of the above provision will 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment 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 31ST day of JULY, 2020.

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

By:



LEON J. CHASE, President



STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Summit Highlands II Homeowners Association, by its President, who acknowledged that he did sign the foregoing instrument, on Page 5 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 31st day of JULY, 2020.

Deborah M Hamm

NOTARY PUBLIC

Place notary stamp/seal here:



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



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

DOC # 56396605



**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:



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:



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

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.

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: Janelle J Boswell, Secretary
JANELLE J. BOSWELL, its Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

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:



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

e
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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John A Donofrio, Summit Fiscal Officer

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

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT HIGHLANDS HOMEOWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 54265060, 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 HOMEOWNERS ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: May 10, 2006

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By O. Taylor, Deputy Auditor

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

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Summit Highlands Homeowners Association (the "Declaration") was recorded at Summit County Records Instrument No. 54265060, and

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

WHEREAS, Article XIV, Section 2(c) of said Declaration authorizes amendments to the Declaration, and

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

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 80.64% of the Association's voting power as of April 18, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 80.64% 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 of Covenants, Conditions and Restrictions for Summit Highlands Homeowners Association have in all respects been complied with.

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

INSERT a new DECLARATION ARTICLE XII, SECTION 20 entitled, "Occupancy Restriction." Said new addition, to be added on Page 28 of the Declaration, as recorded at Summit County Records, Instrument No. 54265060, 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



John A Donofrio, Summit Fiscal Officer

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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.

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 Units. 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 Homeowners Association has caused the execution of this instrument this 9TH day of MAY, 2006.

SUMMIT HIGHLANDS HOMEOWNERS ASSOCIATION

By: 
ALBERT VASEK, its President

By: 
BARBARA JULIANI, its Secretary



John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Summit Highlands Homeowners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, 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 4th day of May, 2006.

Lisa Sample
NOTARY PUBLIC

LISA SAMPLE
State of Ohio
My commission expires on 03/06/2011

EW.

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

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John A Donofrio, Summit Fiscal Officer



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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 O. Tafar, Deputy Auditor



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.





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 5th day of February, 2006.

SUMMIT HIGHLANDS II HOMEOWNERS ASSOCIATION

By: Richard J. Torlina
DICK TORLINA, its President

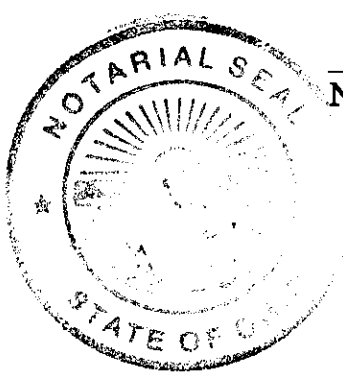
By: Jay Taylor, Vice Pres.
JAN KOCLANIC, its Secretary
JAY TAYLOR - VICE PRESIDENT

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CONDO 80.00
John A Donofrio, Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF Summit) SS

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.



Kelly Brown
NOTARY PUBLIC

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

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CONDO 80.00
John A Donofrio, Summit Fiscal Officer

EMW

This instrument prepared by:
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(216) 696-0650