

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRINGHILL RESERVE HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRINGHILL RESERVE HOMEOWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 54986990 OF THE SUMMIT COUNTY RECORDS.

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

DATED: _____

BY: _____
FISCAL OFFICER

DOC # 56353784



AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPRINGHILL RESERVE HOMEOWNERS ASSOCIATION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Springhill Reserve Homeowners Association (the "Declaration") and the Regulations of Springhill Reserve Homeowners Association (the "Regulations"), Exhibit D of the Declaration, were recorded at Summit County Records, Instrument No. 54986990, and

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

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

WHEREAS, Owners representing at least 75% of the Association's current 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 and E signed by Owners representing 75.86% of the Association's voting power as of December 4, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 75.86% of the Association's voting power authorizing the Association's officers to execute Amendments A and E on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 81.03% of the Association's voting power as of December 4, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 81.03% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and



WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Owners representing 79.31% of the Association's voting power as of December 4, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 79.31% of the Association's voting power authorizing the Association's officers to execute Amendment D 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 and Restrictions of Springhill Reserve Homeowners Association is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE XII, SECTION 2 entitled, "Parking – Motor Vehicles," in its entirety. Said deletion to be taken from Page 22 of the Declaration, as recorded at Summit County Records, Instrument No. 54986990.

INSERT a new DECLARATION ARTICLE XII, SECTION 2 entitled, "Vehicles and Parking." Said new addition, to be added to Page 22 of the Declaration, as recorded at Summit County Records, Instrument No. 54986990, is as follows:

Section 2. Vehicles and Parking. The parking of vehicles on the property including, but not limited to, certain on-street parking areas and driveways, regardless of vehicle ownership, is subject to the Rules, provided, that such Rules will be subject to and consistent with the following:

(a) Trailers of any type, tractors, campers, mobile homes, motor homes, recreational vehicles, buses, trucks (other than a sports utility vehicles, two-axle trucks with no more than four tires, or vans of less than one ton or less load carrying capacity), boats, jet skis, or similar vehicles or equipment may only be parked or stored in the attached garages, in the designated parking spaces, or other designated areas, unless permitted by the Board with the Board's prior, written consent or as permitted in the Rules for short term parking of any such vehicle. No unlicensed vehicles



may be parked anywhere in the property except within garages. The Association may designate certain on-street parking areas for visitors or guests subject to reasonable Rules.

(b) Commercial vehicles, including any vehicle that displays or has any equipment, signs, commercial license plates, or markings of a commercial nature, including snowplows or snowplow hitches, will not be parked or stored on any driveway or roadway within the property, except during normal business hours in conjunction with deliveries to the property, or the maintenance, repair, or replacement of a Lot or Unit. This prohibition does not apply to the Association in the performance of or in conjunction with the Association's maintenance, repair, replacement, or operation of the property.

(c) All vehicles on the property will be kept in a state of good and clean repair as reasonably determined from time to time by the Board of Directors. Junk vehicles, excessively noisy, polluting vehicles, covered vehicles, inoperable vehicles, vehicles on blocks and equipment, will not be operated or stored for any period of time anywhere on the property.

(d) Maintenance and repair work including but not limited to washing may be performed on any permitted vehicle within the property in strict accordance with the Rules.

(e) Any and all motor vehicles are prohibited at all times from all non-paved areas of the property.

(f) In addition to all other remedies, the Board may and is authorized to tow away and store any vehicle or equipment that is in violation of any Declaration provision or restriction, or any Rule, regardless of whether such vehicle or equipment belongs to an Owner. Charges for such towing and storage will be assessed to the Unit account of the Owner responsible for the presence of such vehicle or equipment on the property. The responsible Owner(s) will be personally and jointly and severally liable for payment of the cost of removal, storage of the vehicle or equipment.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of these clarifications of the restrictions



on trucks and Commercial Vehicles. 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.

AMENDMENT B

DELETE DECLARATION ARTICLE XII, SECTION 1 entitled, "Signs," in its entirety. Said deletion to be taken from Page 22 of the Declaration, as recorded at Summit County Records, Instrument No. 54986990.

INSERT a new DECLARATION ARTICLE XII, SECTION 1 entitled, "Signs." Said new addition, to be added to Page 22 of the Declaration, as recorded at Summit County Records, Instrument No. 54986990, is as follows:

Section 1. Signs.

(a) No sign or other advertising device of any kind will be erected within the Springhill Reserve property without the prior written consent of the Board.

(b) The Board has the right to erect signs or other advertising devices within the Springhill Reserve property as it, in its sole discretion, deems appropriate.

(c) Each Owner is, however, permitted to display one (1) customary, professional "For Sale" sign in front of the Lot not to exceed 3' wide x 5' high as installed above ground, including the frame or post and hardware, and which may include one customary, professional display box or tube for information about the Lot. The Board has the authority to determine if a "For Sale" sign or display box or tube is customary or professional and to adopt Rules to further define and clarify, but not prohibit, the provision on "For Sale" signs, including, without limitation, the permitted appearance or placement location of such signs.

Any conflict between this provision and any other provisions of the Declaration or Bylaws will be interpreted in favor of this modification regarding signs. 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.

AMENDMENT C

Intentionally Left Blank - Amendment Proposal Did Not Pass.

AMENDMENT D

DELETE BYLAWS ARTICLE III, PARAGRAPH A, SECTION 5 entitled, "Removal of Directors Elected by Class A Members and Vacancies," in its entirety. Said deletion to be taken from Page 4 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54986990.

INSERT a new BYLAWS ARTICLE III, PARAGRAPH A, SECTION 5 entitled, "Removal of Directors; Vacancies." Said new addition, to be added to Page 4 of the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, Instrument No. 54986990, is as follows:

Section 5. Removal of Directors; Vacancies.

(a) At any Association meeting duly called at which a quorum is present, any one or more of the Board members may be removed with or without cause by the vote of Owners entitled to exercise at least 75% of the Association's total voting power, and a successor(s) to such Board member(s) so removed may be elected at the same meeting for the unexpired term for each such removed Board member. Any Board member, whose removal has been proposed, will have an opportunity to speak and be heard at such meeting prior to the vote of their removal.



(b) The Board may remove any Board member and create a vacancy in the Board, by a majority vote of the remaining Board Members, if by order of court the Board member is found to be of unsound mind, or if the Board member files for bankruptcy or has been adjudicated bankrupt, or if the Board member is physically incapacitated, or involved in any legal action against the Association, or if the Board member fails to attend three consecutive meetings of the Board. The remaining Board member(s), may appoint an Association member to fill any such vacancy(ies) until the next Association meeting held for the purpose of election.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the removal of members of the Board of Directors. 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 such filing will have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought within one year of the recording of this amendment.

AMENDMENT E

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. 54986990.

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. 54986990, is as follows:

Section 11. Quorum; Adjournment. Except as otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the Members of the Association present in person or by proxy will constitute a quorum. A majority of the Owners in

person or by proxy may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are announced at such meeting. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such 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, 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 Springhill Reserve Homeowners Association has caused the execution of this instrument this 19TH day of DECEMBER, 2017.

SPRINGHILL RESERVE HOMEOWNERS ASSOCIATION

By: Robert W. Coy
BOB COY, its President

By: Charles R Herbiak
CHARLES HERBIK, its Secretary

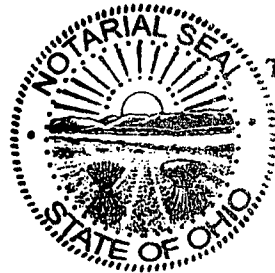
STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Springhill Reserve Homeowners 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.

I have set my hand and official seal in NORTHFIELD, Ohio, this 19TH day of DECEMBER, 2017.

Thomas G. Basalla
NOTARY PUBLIC

Place notary stamp/seal here:



THOMAS G. BASALLA
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 3/6/2022

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

