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AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WOODLAND POINTE HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND POINTE HOMEOWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 55224618 OF THE SUMMIT COUNTY RECORDS

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

DATED: 7/23/18

BY: KRISTEN M. SCALISE CPA, CFE  
FISCAL OFFICER  
by [Signature]

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WOODLAND POINTE HOMEOWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Woodland Pointe Homeowners Association (the "Declaration") was recorded at Summit County Records, Instrument No. 55224618, and

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

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

WHEREAS, 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"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 76.19% of the Association's voting power as of May 22, 2018, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 76.19% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Woodland Pointe 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 27 of the Declaration, as recorded at Summit County Records, Instrument No. 55224618.**



INSERT a new DECLARATION ARTICLE XII, SECTION 15 entitled, "Leasing." Said new addition, to be added to Page 27 of the Declaration, as recorded at Summit County Records, Instrument No. 55224618, is as follows:

Section 15. Leasing of Units. 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 a 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 Owner; or,

(ii) "Hardship Units."

(a) 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 24 consecutive calendar months, subject to the restrictions and requirements as identified in Section 15 (b) and (c) below. To exercise this right:

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

(ii) 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 a Owner 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;

(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 a 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 Woodland Pointe 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 Woodland Pointe Homeowners Association has caused the execution of this instrument this 12<sup>th</sup> day of July, 2018.

WOODLAND POINTE HOMEOWNERS ASSOCIATION

By: [Signature]  
MICHAEL A. FLORA, its President

By: [Signature]  
MARTIN F. KUBOFF, its Secretary

STATE OF OHIO )  
                          ) SS  
COUNTY OF Summit )


BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Woodland Pointe Homeowners 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 Twinsburg, Ohio, this 12<sup>th</sup> day of July, 2018.

[Signature]  
NOTARY PUBLIC

\* This instrument prepared by:  
KAMAN & CUSIMANO, LLC  
Attorneys at Law  
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Cleveland, Ohio 44113  
(216) 696-0650  
ohiohoalaw.com

Place notary stamp/seal here:



Timothy Ferree  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 01/24/2021