

End 205*

AMENDMENTS 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: 5/16/16

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER
By: Katie Mancino
Katie Mancino

DOC # 56211872

**AMENDMENTS 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") and the Bylaws of Woodland Pointe Homeowners Association (the "Bylaws"), Exhibit D of the Declaration, were 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 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 Amendment A signed by Owners representing 85.71% of the Association's voting power as of March 18, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 85.71% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 84.12% of the Association's voting power as of March 18, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 84.12% 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 C signed by Owners representing 82.53% of the Association's voting power as of March 18, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 82.53% of the Association's voting power authorizing the Association's officers to execute Amendment 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 and Restrictions of Woodland Pointe Homeowners Association is amended by the following:

AMENDMENT A

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. 55224618, is as follows:

Section 20. 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 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



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.

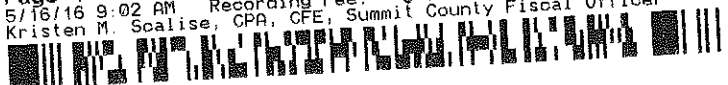
Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE XIV, SECTION 9 entitled, "Electronic Notices." Said new addition, to be added on Page 34 of the Declaration, as recorded at Summit County Records, Instrument No. 55224618, is as follows:

Section 9. Electronic Notices. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (a) any notice required to be sent or received; (b) any signature, vote, consent, or approval required to be obtained; or (c) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic email or other electronic transmission, and/or for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

1. For voting on the election of Board members, the Association may provide for voting by electronic transmission, provided that if the Association cannot guarantee the anonymity of an Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot.



2. An electronic email or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic email or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail, by hand delivery, or by leaving the notice under or attached to the front door of the Owner's Unit.

3. Any Owner who has not given the Association written consent to such use of electronic email or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery or regular mail to such Owner's residence in the property or the last known address of the Owner.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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.

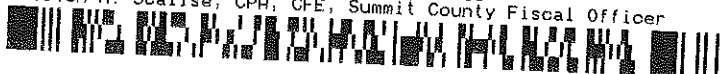
AMENDMENT C

MODIFY the 1st SENTENCE in DECLARATION ARTICLE VI, SECTION 1, PARAGRAPH a entitled, "Association Repairs Generally." Said modification, to be made on Pages 16-17 of the Declaration, as recorded at Summit County Records, Instrument No. 55224618, is as follows (deleted language is crossed-out; new language is underlined):

Page 5 of 8

Page 5 of 8
5/16/16 9:02 AM Recording Fee: \$ 80.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

DOC # 56211872



The Association shall makes all repairs and replacements and provides any maintenance (including necessary painting) to reasonably maintain and keep in good condition and repair, clean and aesthetically pleasing (the "Maintenance Standards") (i) the Common Elements; provided, however, that to the extent the City of Macedonia or City of Cleveland has agreed to maintain and does maintain the storm sewers, sanitary sewers and water lines, and their appurtenances, within the Common Elements, the Association is shall not be required to do such maintenance, (ii) paved walks, driveways and parking areas located on Lots or Common Elements, (iii) the exterior faces of the exterior walls, roofs, gutters, chimneys, downspouts and roof drainage systems of the Units, (iv) (excluding concrete, driveways and sealing of driveways, foundations and windows and doors and their frames, hardware and appurtenances, except that the Association is shall be responsible for painting the exterior of the doors and their frames), (iv) any grass, and landscaping on Lots, (vi) any common Utility Facilities whether or not within a Lot or Unit, and (vii) Recreation Facilities.

INSERT a new SUBPARAGRAPH (xii) to DECLARATION ARTICLE VI, SECTION 2, PARAGRAPH b entitled, "Additional Maintenance by Owner." Said new addition, to be added on Page 18 of the Declaration, as recorded at Summit County Records, Instrument No. 55224618, is as follows:

and (xii) maintain, repair, and replace concrete, driveways, including sealing of driveways, the entire roofing system, including, without limitation, the roof structure, whether consisting of roof rafters, trusses, or other components, attic spaces, insulation originally installed within the attic and such additional insulation, if any, as the Board may determine is needed for the proper maintenance and/or functioning of the roof, ventilation for the attic space, shingles, plywood or other roof decking material, flashing, underlayment, and roof drainage systems, including gutters and downspouts, and maintain, repair, and replace the siding, including all siding materials, including, the Tyveck or other similar material, sheathing, studs, and insulation underneath the siding.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment making



the individual Owners responsible for the maintenance, repair, and replacement of their 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 D

[Intentionally Left Blank - Amendment Proposal Still Pending]

The Woodland Pointe Homeowners Association has caused the execution of this instrument this 3 day of MAY, 2016.

WOODLAND POINTE HOMEOWNERS ASSOCIATION

By: Paul Michael O'Brien
PAUL MICHAEL O'BRIEN, its President

By: Bill Kline
BILL KLINE, its Secretary



STATE OF OHIO

COUNTY OF SUMMIT

SS

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, 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.

I have set my hand and official seal in Macedonia, Ohio, this 3 day of MAY, 2016.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:

MATTHEW G. BURG, ATTORNEY
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
§ 147.03 R.C.

[Handwritten initials]

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

