

Mail to: pg 6 7



John A. Donofrio, Summit Fiscal Officer

**55525236**

Pg: 1 of 7

03/14/2008 02:00P

MISC 72.00

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS  
OF  
THE WOODS AT ETHAN'S GREEN

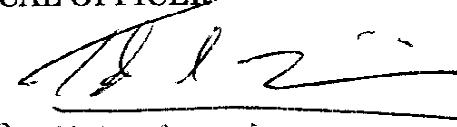
PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE WOODS AT ETHAN'S GREEN RECORDED AT INSTRUMENT NO. 54168218, OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE WOODS AT ETHAN'S GREEN WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

**JOHN A. DONOFRIO**

DATED: 3/14/08

BY: \_\_\_\_\_  
**FISCAL OFFICER**

  
John A. Donofrio

**AMENDMENTS TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND**  
**RESTRICTIONS OF THE WOODS AT ETHAN'S GREEN**

**WHEREAS**, the Declaration of Covenants, Conditions, Easements and Restrictions of The Woods at Ethan's Green (the "Declaration") and the Code of Regulations of The Woods at Ethan's Green Homeowners Association (the "Code"), attached to and made a part of the Declaration, were recorded at Summit County Records Instrument No. 54168218, and

**WHEREAS**, The Woods at Ethan's Green Homeowners Association (the "Association") is a corporation consisting of all Owners in Woods at Ethan's Green and as such is the representative of all Owners, and

**WHEREAS**, Article X, Section 6(b) of said Declaration authorizes amendments to the Declaration and Code Article XIII authorizes amendments to the Code, and

**WHEREAS**, Owners representing not less than 66 2/3% 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 Amendment A signed by Owners representing 93.18% of the Association's voting power as of March 7, 2008, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 93.18% 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 70.45% of the Association's voting power as of March 7, 2008, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 70.45% 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 79.54% of the Association's voting power as of March 7, 2008, and



**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 79.54% 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 as required by the Declaration have in all respects been complied with.

**NOW THEREFORE**, the Declaration of Covenants, Conditions, Easements and Restrictions of The Woods at Ethan's Green is hereby amended by the following:

#### AMENDMENT A

**INSERT** a new DECLARATION ARTICLE VII, SECTION 21 entitled, "Occupancy Restriction." Said new addition, to be added on Page 14 of the Declaration, as recorded at Summit County Records, Instrument No. 54168218, is as follows:

**Section 21 - 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 dwelling 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 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 Code of Regulations shall be interpreted in favor of this restriction on the occupancy of dwellings. 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.



**AMENDMENT B**

**DELETE DECLARATION ARTICLE VII, SECTION 16(b) entitled, "Owner's Right to Lease Dwelling," in its entirety. Said deletion to be taken from Page 13 of the Declaration, as recorded at Summit County Records, Instrument No. 54168218.**

**INSERT a new DECLARATION ARTICLE VII, SECTION 16(b) entitled, "Leasing of Dwellings." Said new addition, to be added on Page 13 of the Declaration, as recorded at Summit County Records, Instrument No. 54168218, is as follows:**

(b) **Leasing of Dwellings.** No dwelling shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Owners, subject to the following:

(1) This restriction does not apply to: (i) dwellings that are occupied by the parent(s) or child(ren) of the Owner; or, (ii) any Owner leasing or renting his/her dwelling at the time of recording of this amendment with the Summit County Fiscal Office, and who has registered his/her dwelling as being leased with the Association within ninety (90) days of the recording of this amendment, said Owner shall continue to enjoy the privilege of leasing that dwelling until the title to said dwelling is transferred to a subsequent Owner.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner has the right to lease his/her dwelling, provided the Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a dwelling be rented or leased by the Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any dwelling, in whole or in part, is also prohibited.

(4) Any land contract for the sale of a dwelling must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.



(5) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Code of Regulations, and rules and regulations. The Owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her dwelling and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on the leasing of dwellings. 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.

#### AMENDMENT C

MODIFY DECLARATION ARTICLE VII, SECTION 3 entitled, "Animals." Said modification, to be made on Page 10 of the Declaration, as recorded at Summit County Records, Instrument No. 54168218, is as follows (deleted language is crossed-out; new language is underlined):

Section 3-Animals. No animals, birds, rabbits, livestock, fowl, reptiles or poultry of any kind shall be raised, bred or kept, or maintained for any commercial purpose, on any portion of the Property without the approval of the Board Association, except that no more than a cumulative total of two (2) dogs (excluding, however, any dog of vicious breed as further described below), cats, domestic, caged (including bird cages and fish tanks) birds or other customary household pets approved by the Board Association may be kept in dwellings, subject to Rules adopted by the Board Association, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board Association. Pets Dogs shall at all times whenever they are outside the a dwelling be confined on a leash held by a responsible person, being carried, or otherwise transported and they are permitted only on those portions of the Property as shall have been designated for them by the Board. The Rules may limit the number of pets which may be kept in any one dwelling. The Association shall have absolute power to prohibit a pet from being kept on the Property or within a dwelling if the Association finds a violation of this Section.



The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, or wild hybrids. No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Property for any length of time. Any "exotic" animal or Prohibited Dog kept on the Property prior to the recording of this amendment shall be "grandfathered" and permitted to remain on the Property until its demise or relocation off the Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog as determined by the Board, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within thirty (30) days of any written request from the Board.

A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another dog. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Property for any length of time.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on pets. 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.



John A Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, the said The Woods at Ethan's Green Homeowners Association has caused the execution of this instrument this 7 day of March, 2008.

THE WOODS AT ETHAN'S GREEN HOMEOWNERS ASSOCIATION

By: Reba Lilley  
REBA LILLEY, its President

By: Jackie Lee  
JACKIE LEE, its Secretary

STATE OF OHIO )  
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Woods at Ethan's Green Homeowners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Twinsburg, Ohio, this 7 day of March, 2008.

Kristi S. Awed  
NOTARY PUBLIC

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

REG. NO. 100-00000000  
Notary Public of Ohio  
My Commission Expires Oct. 3, 2011  
Recorded in Summit County

