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**AMENDMENTS TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS OF**  
**SPRING HILL (PHASES ONE, TWO, THREE, AND FOUR)**

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SPRING HILL (PHASE ONE) RECORDED AT INSTRUMENT NO. 55147784, THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SPRING HILL (PHASE TWO) RECORDED AT INSTRUMENT NO. 55368405, THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SPRING HILL (PHASE THREE) RECORDED AT INSTRUMENT NO. 55831435, AND THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SPRING HILL (PHASES FOUR) RECORDED AT INSTRUMENT NO. 55831436 OF THE SUMMIT COUNTY RECORDS.

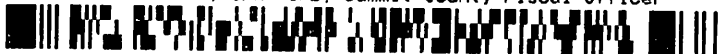
THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SPRING HILL (PHASES ONE, TWO, THREE, AND FOUR) WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 7-28-2021

BY: **KRISTEN M. SCALISE CPA, CFE**  
FISCAL OFFICER

By: *Beverly Coble*  
*Beverly Coble*

DOC # 56662197



**AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF SPRING HILL (PHASES ONE, TWO, THREE, AND FOUR)**

**RECITALS**

- A.** The Declaration of Covenants, Conditions, Restrictions and Easements of Spring Hill (Phase One) was recorded at Summit County Records Instrument No. 55147784, the Declaration of Covenants, Conditions, Restrictions and Easements of Spring Hill (Phase Two) was recorded at Summit County Records Instrument No. 55368405, the Declaration of Covenants, Conditions, Restrictions and Easements of Spring Hill (Phase Three) was recorded at Summit County Records Instrument No. 55831435, the Declaration of Covenants, Conditions, Restrictions and Easements of Spring Hill (Phase Four) was recorded at Summit County Records Instrument No. 55831436 (collectively the “Phases One, Two, Three, and Four Declarations”).
- B.** The Spring Hill Neighborhood Association, Inc. (the “Association”) is a corporation consisting of all Owners in Spring Hill Phases One, Two, Three, and Four and as such is the representative of all Owners.
- C.** Phases One, Two, Three, and Four Declarations Article XII, Section 12.7(d) authorizes amendments to the Phase One, Two, Three, and Four Declarations.
- D.** A meeting, including any change, adjournment, or continuation of the meeting, of the Association’s Owners was held on or about November 19, 2020, and, at that meeting and any adjournment, Owners representing at least 66 percent of the voting power of the Association Phase identified executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the “Amendments”).
- E.** Owners representing 73 percent of the Phase One voting power have affirmatively consented to or voted in favor of Amendment A, and Owners representing 70 percent of the Phase One voting power have affirmatively consented to or voted in favor of Amendments B and C, and signed powers of attorney authorizing the Association’s officers to execute Amendments A, B, and C on the Owners’ behalf, as documented in the Association’s records.



**F.** Owners representing 79 percent of the Phase Two voting power have affirmatively consented to or voted in favor of Amendment A, Owners representing 70 percent of the Phase Two voting power have affirmatively consented to or voted in favor of Amendment B, and Owners representing 67 percent of the Phase Two voting power have affirmatively consented to or voted in favor of Amendment C, and signed powers of attorney authorizing the Association's officers to execute Amendments A, B, and C on the Owners' behalf, as documented in the Association's records.

**G.** Owners representing 69 percent of the Phase Three voting power have affirmatively consented to or voted in favor of Amendment B and signed powers of attorney authorizing the Association's officers to execute Amendment B on the Owners' behalf, as documented in the Association's records.

**H.** Owners representing 76 percent of the Phase Four voting power have affirmatively consented to or voted in favor of Amendment A, and Owners representing 71 percent of the Phase Four voting power have affirmatively consented to or voted in favor of Amendments B and C, and signed powers of attorney authorizing the Association's officers to execute Amendments A, B, and C on the Owners' behalf, as documented in the Association's records.

**I.** The Association has complied with the proceedings necessary to amend the Phase One, Two, Three, and Four Declarations, as required by Chapter 5312 of the Ohio Revised Code and the Phase One, Two, Three, and Four Declarations, in all material respects.

## **AMENDMENTS**

The Declaration of Covenants, Conditions, Restrictions and Easements of Spring Hill (Phase One, Two, Three, and Four) are amended by the following:

### **AMENDMENT A**

**DELETE DECLARATIONS ARTICLE VII, SECTION 7.1(i) in its entirety.** Said deletion to be taken from the Phases One, Two and Four Declarations, as recorded at Summit County Records, Instrument No. 55147784, Instrument No. 55368405, and Instrument No. 55831436, respectively.

**INSERT a new DECLARATIONS ARTICLE VII, SECTION 7.1(i).** Said new addition, to be added to the Phases One, Two and Four Declarations, as recorded

at Summit County Records, Instrument No. 55147784, Instrument No. 55368405, and Instrument No. 55831436, respectively, is as follows:

(i) **The Association, as a common expense and in the exercise of the Board of Directors' reasonable business judgment, is responsible to maintain, repair, and replace the mailbox that serves the Owner's Lot or Living Unit. To preserve mailbox architectural harmony throughout Property, the Board of Directors may adopt standards regarding the location, size, type, design, color, and materials of mailboxes located within the Property, and may replace all or a substantial portion of the mailboxes as a common expense to preserve the consistent mailbox architectural harmony.**

**Any conflict between this provision and any other provisions of the Declarations and Bylaws are to be interpreted in favor of this amendment on mailbox responsibility. 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 DECLARATIONS ARTICLE II, SECTION 2.6.18. Said new addition, to be added to the Phases One, Two, Three, and Four Declarations, as recorded at Summit County Records, Instrument No. 55147784, Instrument No. 55368405, and Instrument No. 55831435, and Instrument No. 55831436, respectively, is as follows:**

**Section 2.6.18: To create a community of resident Owners, no Living Unit or Lot 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:**



(1) Living Units or Lots that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

(2) Living Units or Lots that are leased or rented to a third party by the Owner of the Living Unit or Lot 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 Living Unit" (referred to as "Grandfathered Living Units/Lots") within 90 days of the recording of this amendment; a Grandfathered Living Unit/Lot may continue to be leased until titled ownership of the Living Unit or Lot is transferred to a subsequent Owner; upon the date of title transfer, the Living Unit or Lot is no longer a Grandfathered Living Unit/Lot and is no longer excepted from this lease prohibition; or,

(3) Living Units or Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Living 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 subparagraphs (b), (c), and (d) below (referred to as "Hardship Living Units/Lots"). 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 any payment, the Owner will request from the Board a one-time hardship exception and will not lease the Living Unit until the Board approves the request.



**(b) Grandfathered Living Units/Lots or Hardship Living Units/Lots are subject to the following conditions and restrictions:**

**(1) Lease terms must be for 12 full, consecutive calendar months;**

**(2) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;**

**(3) No Living Unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;**

**(4) No Living Unit may be sub-leased, sublet, or rented by a tenant;**

**(5) No individual room, part, or sub-part of any Living Unit may be leased, let, or rented;**

**(6) 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;**

**(7) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;**

**(8) When an Owner leases their Living Unit or Lot, the Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Living Unit or Lot 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;

(9) In accordance with Ohio law, 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 Living Unit, or the Owner of the Living Unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner 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 and the Unit's account and is a lien against that Living Unit.

(c) Any land contract must be recorded with the Summit County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not meeting the requirements of this subparagraph (c) is an impermissible lease. The buyer of a Unit on a land contract meeting the requirements of this subparagraph (c) is considered the Owner of the Living Unit for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(d) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Article II, Section 2.6.18 and in furtherance of the preservation of Spring Hill as an Owner-occupied community and against the leasing of Living Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Living Unit by any person or family if the Board, in its sole discretion, determines that the Owner of the Living Unit is intending or



seeking to circumvent the meaning, purpose, or intent of this Article II, Section 2.6.18.

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 Living Units and Lots. 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

**MODIFY DECLARATION ARTICLE II, SECTION 2.8** entitled, "Maintenance." Said modification, to be made to the Phase One, Two, and Four Declarations, as recorded at Summit County Records, Instrument No. 55147784, Instrument No. 55368405, and Instrument No. 55831436, respectively, is as follows (deleted language is crossed-out; new language is underlined):

#### Section 2.8 – Maintenance

It is the responsibility of each Owner to maintain, repair, and replace at their ~~his or her~~ expense, all portions of and improvements to their ~~his or her~~ Living Unit and Lot, including, but not limited to, the roof, interior and exterior walls and foundations, all interior and exterior improvements, and all landscaping including trees located on the tree lawn (the "tree lawn" is the land located between the sidewalk and the street adjoining the Lot). Each Owner ~~shall be~~ is responsible for the maintenance, ~~and repair, and replacement~~ of the driveway and walks serving the Owner's Living Unit, including snow removal from such Owner's driveways and walks.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Owners are responsible for maintaining and replacing trees on the tree lawn. 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




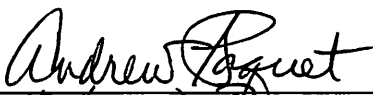


recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the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

The Spring Hill Neighborhood Association, Inc. has caused the execution of this instrument this 14 day of JULY, 2021.

**SPRING HILL NEIGHBORHOOD ASSOCIATION, INC.**

By:   
SCOTT M. INFANTE, President

By:   
ANDREW PAQUET, Member At Large  
(Print Name)



STATE OF OHIO )

COUNTY OF Summit )

SS

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above-named Spring Hill Neighborhood Association, Inc., by its President and its Member At Large, who acknowledged that they did sign the foregoing instrument, on Page 9 of 10, 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 this 14<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_  
NOTARY PUBLIC

Place notary stamp/seal here:



CORY WISE  
Notary Public, State of Ohio  
My Comm. Expires 10/21/25

This instrument prepared by:  
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Attorneys at Law *e*  
50 Public Square, Suite 2000  
Cleveland, Ohio 44113  
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7/29/2021 8:29 AM Recording Fee: \$ 114.00  
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer

