

**LANGUAGE TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SCHADY RESERVE AND
THE BYLAWS OF SCHADY RESERVE HOMEOWNERS' ASSOCIATION, INC.**

The Board of Directors for the Schady Reserve Homeowners' Association, Inc. proposes that the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Schady Reserve ("Declaration") and the Bylaws of Schady Reserve Homeowners' Association, Inc. ("Bylaws"), Cuyahoga County, Ohio, be amended as follows:

AMENDMENT A

INSERT a new DECLARATION ARTICLE 9, SECTION 9.1.9 entitled, "Leasing of Lots." Said new addition to the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is:

9.1.9 Leasing of Lots. To preserve property values, and to further protect and preserve the well-being of Owners and Occupants, Lots can only 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 and compliance with the following provisions:

9.1.9.1 Lease terms must be for at least 120 consecutive calendar days; all short-term rentals that are less for a period of 120 consecutive days are prohibited;

9.1.9.1.1 If any lessee or tenant vacates the Lot at any time before the 120 days within the commencement of the lease Lot, the Lot may not be re-leased until the minimum 120 consecutive rental days have passed;

9.1.9.1.2 A copy of the lease and the names of the tenants and Occupants who will reside in the Lot must be provided to the Board at least 10 days prior to the commencement of the lease term;

9.1.9.1.3 No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

9.1.9.1.4 The rental of a Lot cannot include hotel, transient, or lodging services, including any meals, use of the kitchen for food preparation or service, bed and breakfast, vacation rental or similar room provisions and services in connection with food or beverage, maid service, the furnishing of laundry or linen, bell service, or similar services;

9.1.9.1.5 No Lot may be sub-leased, sublet, or rented by a tenant;

9.1.9.1.6 No individual room, part, or sub-part of any Lot may be leased, let, or rented;

9.1.9.1.7 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;

9.1.9.1.8 The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;

9.1.9.1.9 When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their 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;

9.1.9.1.10 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 Lot, or the Owner of the Lot. 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 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 Lot's account and is a lien against that Lot.

9.1.9.2 Any land contract must be recorded with the Cuyahoga County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section is considered the Owner of the Lot 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.

9.1.9.3 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 Section 9.1.9 and in furtherance of the preservation of the Schady Reserve Homeowners' Association, Inc., as a Lot owner-occupied community and against the short-term leasing of Lots for investment or other purposes. The Board has full power and authority

to deny the occupancy of any Lot by any person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Section 9.1.9.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the short-term leasing of 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 the 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 B

DELETE DECLARATION ARTICLE 16, SECTION 16.2 entitled, “Notices,” in its entirety. Said deletion taken from the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259.

INSERT a new DECLARATION ARTICLE 16, Section 16.2 entitled, “Notices and Other Actions and Communications.” Said new addition to the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is:

16.2 Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

16.2.1 Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

16.2.1.1 by regular U.S. mail, first-class postage prepaid,
or

16.2.1.2 delivered in accordance with subparagraph 16.2.3 below, to the Board President, to any two other Directors, to the Association at the address of the Property, to the Association’s manager or management company, if any, the Association’s statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

16.2.2 Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

16.2.2.1 personally delivered to the Owner;

16.2.2.2 placed under or attached to the front or main entry door of the Owner's Dwelling Unit;

16.2.2.3 sent by regular U.S. mail, first-class postage prepaid, to the Owner's Lot address or to another address the Owner designates in writing to the Board; or

16.2.2.4 delivered in accordance with subparagraph 16.2.3 below. If there is more than one person owning a single Lot, a notice given to any one of those several Persons is deemed to have been given personally to all of the Persons owning an interest in the Lot.

16.2.3 New Communication Technologies.

16.2.3.1 Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in subparagraphs 16.2.1 and 16.2.2 above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

16.2.3.1.1 any notice required in the Declaration or Bylaws to be sent or received;

16.2.3.1.2 any signature, vote, consent, or approval required to be obtained; and

16.2.3.1.3 any payment required to be made by the Declaration or Bylaws.

16.2.3.1.4 The use of electronic mail or other transmission technology is subject to the following:

16.2.4 The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in subparagraphs (16.2.2.1)-(16.2.2.3) above.

16.2.5 For voting on matters, the Association may provide for voting by electronic mail or other transmission technology. However, voting for the election of Directors can be conducted by electronic transmission or

electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

16.2.6 An electronic mail or transmission technology to a 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 mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in subparagraphs (16.2.2.1)-(16.2.2.3) above.

MODIFY the FIRST SENTENCE of BYLAWS ARTICLE 3, SECTION 3.11 Said modification to the Bylaws as recorded at Cuyahoga County Records, Instrument No. 201601150258, is (deleted language is crossed-out; new language is underlined):

Notice of the time and place of each meeting of the Directors, whether regular or special, ~~shall~~ will be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first-class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's home or place of business who would reasonably be expected to communicate such notice promptly to the Director; or (d) by ~~telegram or cablegram charges prepaid~~ electronic mail or other generally acceptable electronic transmission technology.

DELETE BYLAWS ARTICLE 7, SECTION 7.5 entitled, "Notices." in its entirety. Said deletion taken from the Bylaws, Instrument No. 201601150258 as recorded at Cuyahoga County Records.

INSERT a new BYLAWS ARTICLE 7, SECTION 7.5 entitled, "Notices and Other Actions and Communications." Said new addition to the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is:

7.5 Notices and Other Actions and Communications. All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Owners, must be delivered in accordance with Declaration Article 16, Section 16.2, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any 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

DELETE DECLARATION ARTICLE 9, SECTION 9.1.3 entitled, “Noise,” in its entirety. Said deletion taken from the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment eliminating the restriction on noise. 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 the 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 D

DELETE DECLARATION ARTICLE 9, SECTION 9.1.4 entitled, “Signs,” in its entirety. Said deletion taken from the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259.

INSERT a new DECLARATION ARTICLE 9, SECTION 9.1.4 entitled, “Signs.” Said new addition to the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is:

9.1.4 Signs. No sign or advertising device of any nature, type, or size may be installed, erected, placed, posted, displayed, or permitted to remain on any Lot, including the exterior surface of any Dwelling Unit or on the Common Elements, unless it is specifically allowed in accordance with this Section. The following are permitted:

- (i) Street and identification signs installed by the Association or the Declarant;
- (ii) For the benefit of the sale of the Lots, each Owner may place one customary, professionally prepared “For Sale” sign on the Lot when the Lot is for sale. The “For Sale” sign may include on customary professional display box or tube for information about the Lot and Dwelling Unit being sold.
- (iii) The Sign for the Subdivision as referenced in Article 15 of this Declaration.
- (iv) Signs indicating an Occupant of the Dwelling Unit has achieved or participated in an athletic or school activity- related event.
- (v) To promote and enhance a neighborly community, each Owner of a Lot may place signage on the Lot celebrating a personal family life event of an Occupant of the Dwelling Unit. A “personal family life

event” means and refers to a graduation, birth, birthday, anniversary tour of duty welcome home, or similar personal family event. A personal family life event sign may be displayed no more than 2 weeks before the date of the event and must be removed within 2 weeks after the event has occurred. The Board may adopt rules further defining what events constitute personal family life events and the Board’s determination as to whether a given sign recognizes a permissible personal family event is absolute and final; however, the Board’s determination must thereafter be consistently followed.

(vi) For the protection of the Dwelling Units and their Occupants, each Owner may place and maintain one professionally prepared security or surveillance system identification sign.

(vii) Each Lot may have one sign that states or indicates there is an invisible fence or other similar type of device which is used to enclose or keep pets on the Lot.

The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction, of the above provisions, including rules and definitions to address and eliminate attempts to circumvent the meaning or intent of this Section 9.1.3.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on permitted 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 the 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 E

MODIFY DECLARATION ARTICLE 9, SECTION 9.1.6 entitled, “Trash.” Said modification to the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is (deleted language is crossed-out; new language is underlined):

9.1.6 Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials or trash of any other kind ~~shall be~~ are permitted on any Lot. Trash containers or receptacles ~~(except during construction)~~ ~~shall not be~~ are permitted to remain in the public view ~~except on days of trash collection.~~ For days on which the trash is not collected, trash containers may not be stored directly in front of the Dwelling Unit. Trash containers are permitted to be stored on the side of the Dwelling Unit without a requirement of a barrier or screening, however, sheds or screens may be constructed or installed on the Lot for the sole purpose of storing the trash container or receptacle so long as prior approval by the

Association to construct and install them on the Lot is received. No incinerator shall be kept or maintained on any lot Lot.

MODIFY the LAST SENTENCE of DECLARATION ARTICLE 9, SECTION 9.2.14. Said modification to the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is (deleted language is crossed-out; new language is underlined):

Except for Association approved storage sheds to store trash containers or receptacles as permitted in Section 9.1.6, as amended, Construction construction trailers and/or storage sheds shall be are permitted only during construction of a Dwelling Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on acceptable visibility and allowing sheds and screens for trash containers and receptacles. 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 the 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 F

MODIFY DECLARATION ARTICLE 9, SECTION 9.2.12 entitled, "Lawn Ornaments." Said modification to the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is (deleted language is crossed-out; new language is underlined):

9.2.12 The Board may adopt rules for permitted display of lawn ornaments or decorations that are located within the flower beds or landscape beds on the Lot. All other lawn ornaments or decorations that are placed outside the Dwelling Unit on the Lot that are not located within the flower beds or landscape beds are prohibited with the exception of holiday ornaments and decorations that may be installed during the holidays seasons. Holiday ornaments and decorations shall must be removed no later than thirty (30) days after they are Initially installed the recognized holiday date.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on lawn ornament and holiday decoration restrictions. 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 the 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 G

DELETE DECLARATION ARTICLE 9, SECTION 9.2.13 entitled, “**Basketball Hoops.**” Said deletion taken from the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259.

INSERT a new DECLARATION ARTICLE 9, SECTION 9.2.13 entitled, “**Basketball Hoops.**” Said new addition to the Declaration, as recorded at Cuyahoga County Records, Instrument No. 201601150259, is:

9.2.13 Basketball Hoops. Permanent or temporary basketball hoops may be installed on an Owner's Lot. Temporary or portable hoops are strictly prohibited from being placed on the street. Owners of temporary or portable hoops are liable for any damage they cause. All basketball hoops, whether permanent or temporary, must be properly maintained as determined by the Board (i.e. the basketball hoop may not have substantially rusted pole or tattered net). If the Owner receives a written notice from the Association stating that maintenance of the basketball hoop is necessary, and the Owner fails to address the maintenance needs within a reasonable time, the hoop must be removed or moved from the area(s) that are visible on the Lot within a reasonable time after the Owner has received the written notice from the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on basketball hoops with restrictions. 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 the 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.