

AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
STRATFORD GREEN AT MAYFAIR

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATFORD GREEN AT MAYFAIR RECORDED AT INSTRUMENT NO. 54758487 OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATFORD GREEN AT MAYFAIR WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: _____

BY: _____
FISCAL OFFICER



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10/30/2014 02:18P
MISC 72.00

Kristen Scalise, Summit Co Fiscal Office

**AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
STRATFORD GREEN AT MAYFAIR**

WHEREAS, the Declaration of Easements, Covenants, Conditions and Restrictions for Stratford Green at Mayfair (the "Declaration") and the Bylaws of Stratford Green Homeowners' Association, Inc. (the "Bylaws"), Exhibit B of the Declaration, were recorded at Summit County Records, Instrument No. 54758487, and

WHEREAS, the Stratford Green Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Stratford Green and as such is the representative of all Owners, and

WHEREAS, Declaration Article XV, Section 15.11(d) and Article XIV, Section 14.3(b) authorize amendments to the Declaration and Bylaws Article XII authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least a majority or at least 67% 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 69.10% of the Association's voting power as of August 1, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 69.10% 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 Amendments B and C signed by Owners representing 73.17% of the Association's voting power as of August 1, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 73.17% of the Association's voting power authorizing the Association's officers to execute Amendments C and B 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 Easements, Covenants, Conditions and Restrictions of Stratford Green at Mayfair is hereby amended by the following:

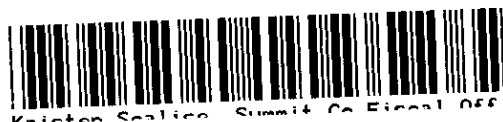
AMENDMENT A

MODIFY the 1st PARAGRAPH of DECLARATION ARTICLE VI, SECTION 6.4 entitled, "Exterior Maintenance of Living Units and Originally Installed Landscaping by the Association." Said modification, to be made on Page 20 of the Declaration, as recorded at Summit County Records, Instrument No. 54758487, is as follows (deleted language is crossed-out; new language is underlined):

~~In addition to t~~The maintenance, and repair, and replacement of the Common Elements Areas does not include, the Association may provide exterior maintenance, repair and replacement for each of the Living Units, including replacement of exterior siding and roofing of Living Units necessitated by normal wear and tear at the discretion of the Association. The Owners are responsible for the maintenance, repair, and replacement of all interior and exterior components of the Living Unit. Exterior maintenance shall not include glass surfaces, decks and patios. The Association shall will maintain the Originally Installed Landscaping, including mowing of Lots in conjunction with the mowing of Common Elements and Areas of Common Responsibility.

MODIFY PARAGRAPH (1) in DECLARATION ARTICLE VII, SECTION 7.1(a) entitled, "Maintenance and Repair." Said modification, to be made on Page 24 of the Declaration, as recorded at Summit County Records, Instrument No. 54758487, is as follows (deleted language is crossed-out; new language is underlined):

(1) Each Owner and Occupant of a Living Unit shall must maintain, repair, and replace such Living Unit in good condition and repair, including all interior and exterior components of the Living



Unit and ~~shall~~ must keep the exterior and interior of such Living Unit and the adjacent Common Areas Elements free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment making the Owners responsible for maintaining, repairing, and replacing on the exterior gutters and downspouts on the Living 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 VIII, SECTION 7.27 entitled, "Occupancy Restriction." Said new addition, to be added on Page 33 of the Declaration, as recorded at Summit County Records, Instrument No. 54758487, is as follows:

Section 7.27 - 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 Living 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 Living 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 C

MODIFY the 7TH SENTENCE in BYLAWS ARTICLE VII, SECTION 1 entitled, "Preparation of Estimated Budget." Said modification, to be made on Page 10 of the Bylaws, Exhibit B of the Declaration, as recorded at Summit County Records, Instrument No. 54758487, is as follows (deleted language is crossed-out; new language is underlined):

Any amount accumulated in excess of the amount required for actual expenses and reserves shall may be credited to each Member pursuant to the apportionment set forth in the Declaration, to the next annual installment due from the Members under the current year's estimate, until exhausted or the Board may determine that such amount will be applied toward reserves, and any net shortage shall will be equally added to each Member's installment due in the succeeding year after rendering the accounting.


Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the amendment permitting the Association to apply common surplus toward reserves. 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 the amendment.

The Stratford Green Homeowners' Association, Inc. has caused the execution of this instrument this 15 day of OCTOBER, 2014.

STRATFORD GREEN HOMEOWNERS' ASSOCIATION, INC.

By: 
GLENN CAMPBELL, its President

By: 
JOHN MALONEY, its Secretary



STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Stratford Green Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 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 Summit, Ohio, this 15 day of OCTOBER, 2014.


NOTARY PUBLIC

Place notary stamp/seal here:



Jason C. Saal
Notary Public, State of Ohio
My Commission Expires
April 27, 2018

This instrument prepared by:
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