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*Walter Chamberlain*  
CUYAHOGA COUNTY FISCAL OFFICE

**FOURTH AMENDMENT TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS  
OF  
THE WINDS ASSOCIATION**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF THE WINDS ASSOCIATION (this "Fourth Amendment") is made and entered into this 4<sup>th</sup> day of December, 2024.

**WITNESSETH:**

**WHEREAS**, Bob Schmitt Homes, Inc. ("Declarant") entered into that certain Declaration of Covenants, Restrictions and Easements recorded on March 15, 1979 as Instrument No. 00392648 of Cuyahoga County Records; and

**WHEREAS**, Declarant entered into that certain Amendment to the Declaration of Homeowner Ownership for The Winds Association recorded on July 28, 1988 as Instrument No. 00608715 of Cuyahoga County Records; and

**WHEREAS**, Declarant entered into that certain Second Amendment to Section 1(c) of Article V of The Winds Association, recorded on October 19, 1995 as Instrument No. 00119696 of Cuyahoga County Records; and

**WHEREAS**, Declarant entered into that certain [Third] Amendment to the Declaration of the Covenants, Restrictions and Easements of The Winds Association recorded on December 16, 1996 as Instrument No. 00396872 of Cuyahoga County Records; and

**WHEREAS**, Declarant does hereby further amend the Declaration in the manner and respects as set forth below;

**NOW, THEREFORE**, in accordance with the terms of the Declaration, the Declaration is hereby amended as follows:

1. Section 1. of ARTICLE IV shall be deleted in its entirety and replaced with the following:

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 of this Article IV, every Living Unit Member or, in the stead of said Living Unit Member, any other Owner or lawful occupant thereof, who is in residence upon said Living Unit Member's Living Unit shall have for itself, its immediate household and guests, a right and easement of enjoyment in und to the Cluster Housing Properties, and such easement shall be appurtenant to and shall pass with the title to every Living Unit. Without limiting the generality of the foregoing, an easement for the use and enjoyment of each street, road, walkway or sidewalk which constitutes a part of the Cluster Housing Properties is reserved hereby to the Developer, to each Living Unit Owner, and to the invitees of all the aforementioned. In addition, there is hereby granted to the City of Strongsville an easement to enter upon, across, on, under or through the Cluster Housing Properties for purposes of snow removal, garbage removal, police and fire protection and the providing of other such municipal services.

2. Section 4.(b) of ARTICLE IV shall be deleted in its entirety and replaced with the following:

(b) The right of the Living Unit Owners' Association, in accordance with its Articles and Code of Regulations, to adopt uniform rules and regulations governing the use of the Cluster Housing Properties, and to suspend the enjoyment rights of any Living Unit Member or any other Owner or lawful occupant thereof, or their household and guests, for the non-payment of any assessment levied pursuant to this document during any period which such assessment remains in default, and for any infraction of such rules and regulations; provided, however, that any such suspension shall not deny ingress or egress to any Living Unit; and

3. Section 6. of ARTICLE VI shall be deleted in its entirety and replaced with the following:

Section 6. Storage and Parking of Vehicles. No commercial vehicle, truck, trailer, mobile home, house, recreational vehicle

camper, slide-in camper, pick-up bed cover or trailer, or boat trailer (either with or without wheels), shall be stored or kept within The Winds. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveways. A boat on a trailer may be stored on any Living Unit in an attached garage only.

No vehicles of any kind shall be repaired in the driveway, guest parking, or common areas. No abandoned, inoperable, partially dismantled, or wrecked vehicles of any kind, whether a motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, semi-trailer, or watercraft or any other form of device for the transportation of persons or property, shall be kept in the driveway, guest parking or common areas. Violation of any of the items in this Section 6 shall result in a tow of said vehicle, at the owner's expense.

4. ARTICLE VII shall be deleted in its entirety and replaced with the following:

#### ARTICLE VII

##### DURATION: AMENDMENT

Each provision of the Covenants and Restrictions set forth in this document shall be a separate covenant, and the holding or any covenant invalid for any cause shall not affect the validity of the other. Each provision shall be enforceable at the suit of the Developer, the Living Unit Owners' Association, or upon the failure of the Living Unit Owners' Association to take such action within a reasonable time, The Meadowood Association, or their respective successors and assigns, or any other Owner or lawful occupant of any Living Unit, subject to this document, or any other person holding a property interest in the Cluster Housing Properties, or any part thereof, who is damaged or prejudiced by a breach of such provision including, without limitation, the City of Strongsville with respect to the obligation of the Living Unit Owners' Association to administer and maintain the Cluster Housing Properties. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provisions. Said provisions shall remain in force indefinitely, until otherwise changed by consent thereto in writing signed, acknowledged as then required by the laws of Ohio for the conveyance of real estate, by the Developer by executing a written instrument which sets forth any such modification, change, alteration, addition or recision, or any combination of such actions,

and filing of record said instrument in the Cuyahoga County Records; any such action shall be taken only if, in the judgment or the Developer, the purposes of the general development or the Cluster Housing Properties will be better served by such action.

*[signature(s) on following page(s)]*

Signed, sealed and delivered in the presence of:

THE WINDS ASSOCIATION, an  
Ohio not-for-profit corporation

By: *Sandy Sauvey*  
Printed Name: Sandy Sauvey  
Title: President

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December, 2024 by Sandy Sauvey, the President of THE WINDS ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.

*Hannah Mahaffey*  
Notary Public

This instrument prepared by:  
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Hannah Mahaffey  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec 147.03 O.R.C.