

**AMENDMENTS TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
BY-LAWS AND EASEMENTS
FOR
THE TIMBERS ASSOCIATION**

ARTICLE II, BOARD OF MANAGERS, Section 14. **Powers and Duties** of the By-Laws is amended to be consistent with the amendment of Article VI of the Declaration to read as follows:

Section 14. **Powers and Duties**. Except as otherwise provided by law, the Covenants, Restrictions and Easements or the By-Laws, all power and authority of the Association shall be exercised by the Board of Managers. The Board of Managers shall be responsible for the maintenance, repair and replacement of common areas, facilities, living units, and cluster housing properties except as otherwise provided in the Declaration of Covenants, Restrictions and Easements. In carrying out the purpose of the property and subject to the limitations prescribed by law, the Covenants, Restrictions and Easements or these By-Laws, the Board of Managers, for and on behalf of the Association may:

- (a) Purchase or otherwise acquire, lease as lessee, invest and hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- (b) Make contracts, including, without limitation, a contract with other associations of cluster housing properties or with an association of condominiums for the joint or common performance of any duties or procurement of any service, or for any other purpose deemed by the Board of Managers to be in furtherance of the purposes stated in the Covenants, Restrictions and Easements and Bylaws of incident thereto;
- (c) Effect insurance;
- (d) Borrow money and issue, sell and pledge notes, bonds and other evidence of indebtedness of the Association;
- (e) Levy assessments against Living Unit Owners as described in Article VI, Section 2, of the Covenants, Restrictions and Easements;
- (f) Employ a managing agent to perform such duties and services as the Board may authorize;
- (g) Merge or consolidate other associations with like interests and general purposes; and
- (h) Do all things permitted by law and exercise all power and authority within the purposes stated in the Covenants, Restrictions and Easements; or incidental thereto.

ARTICLE VI, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 1. Creation of liens and Personal Obligations of Assessments of the Declaration is amended to read as follows:

Upon the conveyance of each Living Unit from the Corporation to a Living Unit Owner and upon all subsequent conveyances of said Living Unit, such Living Unit Owner and any and all subsequent Owners of said Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Living Unit Owners' Association, and to subject said Living Unit to a lien, as hereinafter provided, in favor of the Living Unit Owners' Association as security for the payment of the following:

(a) Responsibilities of Association, Living Unit Owner - Paint Fund.

(i) The annual assessment levied for the following purpose for which the Living Unit Owners' Association shall be responsible is to maintain, repair and replace the Common Areas to include: mailbox pads, guest parking pads, street sidewalk and landscaped areas; to provide reasonable services in the sole discretion of the Board as to quality, extent, desirability, or necessity to the Living Unit Owners to include, but not limited to repair of front yard privacy fences and gates; snow removal; to maintain or repair the exterior surfaces of the Living Units; repair to leaking or loose gutters and downspouts of each Living Unit; leveling sidewalks; trimming shrubbery; mowing, fertilizing and applying insect control to the lawns; application of mulch to the Common Areas and front beds of each Living Unit; repair of loose shingles; administering the affairs of the Living Unit Owners' Association.

The Board of Managers has the responsibility to determine the timing, practicality and method of maintenance and repair to the Common Areas and other duties outlined in the aforesaid paragraph or as requested by the Living Unit Owners. Repair requests made by individual Living Unit Owners must be presented to the Board of Managers prior to the start of any work, if such Living Unit Owners desire to pay for the costs involved. In no event shall the Association be responsible for any costs unless prior written approval is solicited and obtained. The Association shall not be responsible for the repair or maintenance of the Living Unit Owners' courtyards. Living Unit Owners are required to respect their neighbors' homes, particularly as it relates to courtyards, by keeping all shrubbery trimmed at least one foot (1') from the siding surface, and by keeping mulch and dirt at least two inches (2") below and away from the bottom of the siding. Any repair cost for damage caused by the Living Unit Owner's failure to comply with these requirements will be the responsibility of the offending Living Unit Owners involved.

(ii) Each Living Unit Owner shall be responsible for the payment of the replacement of all structures and improvements of each Living Unit to include but not limited to the wood or vinyl siding, trim, fascia, chimneys, downspouts, gutters, underground drainage systems, roofs, garage doors, windows, doors, skylights, foundations, decks, patios, trellis, sidewalks (front door to drive), driveways, water and sewer lines, sunken lawn areas, lighting fixtures and heat pumps, dead and overgrown shrubbery, dead lawns provide periodic touch up to the Living Unit before it is needed to be completely painted under (a) (iii) below.

All replacements or changes to the Living Units as required hereunder shall be made by owners in the same color and style of the item replaced. Any deviations from the color, scheme, style, or exterior appearance requires approval by the Board of Managers prior to the start of any

replacement work. All landscaping replacements shall be of a variety and style similar to the original plantings.

(iii) The Association shall establish and maintain a paint fund for the painting of all homes on a periodic basis. The purpose of the fund is to partially defray the cost of full-house painting by attempting to accumulate between fifty percent (50%) and sixty-seven percent (67%) of the estimated painting costs for each home. Living Unit Owner contributions to the fund shall be determined by the Board of Managers based on the square footage of the home, front fence size, and the past paint cost history plus an inflation factor. On an annual basis, the Board of Managers as part of its budgetary review shall determine whether the fund is achieving the stated objective. Based on this review, adjustments to the Living Unit Owner fees for the fund may be required. The money in this fund shall be used for no other purpose than to schedule the full-house painting, except that should the individual Living Unit Owner become delinquent in the payment of regular maintenance fees, the Board of Managers may, in its discretion, assess those delinquent fees from the painting fund to pay for the shortfall. The Owner then shall be assessed the shortages which have been incurred by removing regular maintenance fees from the fund to be paid prior to the scheduled full-house painting. In the event of a sale of the Living Unit Owner's home, there shall be in no event any removal of these funds by said Living Unit Owner. The fund will be applied to the new Living Unit Owner should a sale occur.

If paint maintenance is required before the scheduled full-house painting, such maintenance shall be the responsibility of the Living Unit Owner. Owners may select their own contractor to perform this paint maintenance subject to the Board of Manager's written approval. The paint used must be of a brand, quality, and color approved by the Board of Managers. If, in the opinion of the Board of Managers, individual homeowners neglect the responsibility to undertake the needed paint maintenance, the Association reserves the right but not the obligation to contract for said paint maintenance and assess the Living Unit Owner for such costs involved. Living Unit Owner will be given a thirty (30) day notice by the Association of the intent to perform said paint maintenance in order to allow them to make their own arrangements if they so desire.

(iv) The violation of any restrictions, conditions, regulations or rules adopted by the Board of Managers of the Association or the breach of any Covenant or Provision contained in this Declaration or the Bylaws of the Association shall give the Board of Managers the right to enter upon the land or family Living Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Living Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws and the rules of the Association and the Board of Managers or its agents, shall not be deemed guilty in any manner of trespass. Before entering upon the land or the Living Unit, the Board shall give the Unit Owner thirty (30) days notice of its intent to perform said function. The expenses generated through this Provision shall be a lien pursuant to Article VI of the Declaration. In addition, the Board of Managers may enjoin, abate or remedy by appropriate legal proceedings either at law or in equity the continuance of any breach or a violation as hereinbefore referred. All costs in enforcing the Declaration, Bylaws and rules shall allow the Association to charge and collect from said Living Unit Owner, including reasonable attorneys' fees, legal assistants' fees, etc. Of the enforcement proceedings. Such amounts shall be determined a personal obligation and a special assessment against the Living Unit owned or occupied by the person or persons from whom enforcement is sought and shall be due and payable when the payment of the charge next following notification of such charge becomes due and payable and the Association may obtain a lien for said

amount in the same manner and to the same extent as a lien for assessments pursuant to Article VI of the Declaration.

ARTICLE VI, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 1. Creation of Liens and Personal Obligations of Assessments, subparagraph (b) of the Declaration is amended to read as follows:

(b) Special assessments levied in accordance herewith for improvements or other capital expenditures, including the acquisition of additional property for use as Cluster Housing Properties, for emergency, operating, maintenance or repair costs and for other costs and expenses not anticipated in determining the applicable annual assessments. Special assessments shall also refer to those costs and expenses occasioned by the Association in the enforcement of the Declarations, Bylaws or rules.

ARTICLE VII, PROTECTIVE COVENANTS, Section 5. Exterior Maintenance of the Declaration as amended to conform with the amendment to Article VI to read as follows:

Section 5. Exterior Maintenance. The Timbers Association shall provide reasonable exterior maintenance and repair as provided in Article VI, Section 1 hereinbefore.

ARTICLE VII, PROTECTIVE COVENANTS of the Declaration is amended to add the following new Section 13. Rental of Living Units.

Section 13. Rental of Living Units. For the purpose of insuring that The Timbers Association shall be homeowner occupied, no Living Unit shall be leased by a Living Unit Owner to others as a regular practice for business, speculative, investment or other similar purpose. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Trustees may grant permission to a Living Unit Owner to lease his/her Living Unit to a specified lessee for a period of not less than four (4) consecutive months nor more than a total of twelve (12) consecutive months, provided that said lease is made subject to the Covenants and Restrictions of The Timbers Association. The onetime hardship exception of up to twelve (12) months may in no event be extended beyond the one twelve (12) month period. All leasing, whether under the aforesaid restriction or not affected by said restriction, must be approved in writing by the Board of Trustees. Living Unit Owners seeking permission to lease shall give the Board of Trustees the appropriate notice as required under the rules to be established regarding this restriction. Should the Board of Trustees deny the Living Unit Owner's request to lease the Living Unit under the provisions of this section, the Living Unit Owner may appeal the decision of the Board of Trustees within thirty (30) days of the written denial, said appeal being provided in writing and stating the reasons why the Board should reconsider the application. This restriction shall not apply to members of the family as long as the members continue to count as "owner occupied" by lenders' regulations. Family members are defined as the Living Unit Owner's spouse, children, grandchildren, parents, grandparents, adopted children, step children, stepparents, natural siblings (brothers and sisters) and parents of adopted children. In no event shall a Living Unit be leased by Living Unit Owner thereof of transient or hotel purposes which are defined to mean: (1) rental for

any period of less than four (4) full calendar months, or (2) any rental that the occupants of the Living Unit are provided in connection with such rental, customary hotel services such as room service for food and beverage, maid service, furnishing or laundry and linen bellboy service. Each lease shall be in writing, shall require that the lessee abide by the terms of the Covenants and Restrictions of the Timbers Association, as well as any rules and regulations adopted by the Association. Subleasing of a Living Unit, in whole or in part, is also prohibited. Copies of the lease shall be provided to the Board of Trustees at least thirty (30) days in advance of the proposed lease term. Any land contract for the sale of a Living Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease.

ARTICLE VII, PROTECTIVE COVENANTS of the Declaration is hereby amended to add the following new Section 14. Restrictions on Sex Offenders and Child-Victim Offenders:

Section 14. Restrictions on Sex Offenders and Child-Victim Offenders. No person who is a "Tier III sex offender/child-victim offender" or a "Tier II sex offender/child-victim offender," as defined by Section 2950.01 of the Ohio Revised Code and as those statutory definitions may from time to time be amended, or who was classified as a "sexual predator" or "habitual sex offender", as defined by the Versions of Section 2950.01 of the Ohio Revised Code in effect prior to January 1, 2008, and who is required to register with any sheriff or sheriff's designee in this State pursuant to Chapter 2950 of the Ohio Revised Code may reside in or occupy a Living Unit for any length of time, nor enter upon the Association Property as a guest, visitor, employee or contractor of a Living Unit Owner of any Living Unit or occupant of any Living Unit.

The Association may enforce the provisions of this section by commencing an action to enjoin such person from occupying a Living Unit and/or from coming on the Association Property; or to evict such person; or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and all costs in connection therewith, including attorneys' fees and paralegals' fees, shall be charged to the Living Unit, and the Owner of the Living Unit in which such person resides or of which such person is a guest, visitor, employee or contractor, as an assessment, enforceable in accordance with the provisions of these Declarations and Bylaws.

This provision may be amended by the Board of Trustees at any time and from time to time for the purpose of bringing it into compliance or conformity with the provisions of any applicable government statute, ordinance, resolution, rule or regulation of any judicial determination; or correcting clerical or typographical or obvious factual errors in this provision or any supplement or amendment hereto.

Any conflict between the above provisions and any other provisions of the Covenants and Restrictions shall be interpreted in favor of the above amendments. Upon the recording of these Amendments, only Owners of record at the time of such filing shall have standing to contest the validity of the amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of these amendments.

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY - 3
DEED 06/08/2007 03:37:24 PM
200706080848

**CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS and EASEMENTS
THE TIMBERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for The Timbers Association (the "Declaration") was recorded at Official Records Volumer88-5933, Page 38 et seq. of the Cuyahoga County Records on November 14, 1988; and

WHEREAS, The Timbers Association is a Cluster Housing Property consisting of all Living Unit Owners in The Timbers Association and as such is the representative of all Living Unit Owners; and

WHEREAS, ARTICLE VIII, ENFORCEMENT, DURATION AND AMENDMENT, Section 4. Living Unit Owners' Association Right to Amend of said Declaration authorizes amendments to said documents; and

WHEREAS, on the 19th day of May, 2007 all Living Unit Owners in excess of sixty Percent (60%) of the voting power of the Association approved certain amendment to the Declaration of Covenants, Restrictions and Easements which is attached hereto as **Exhibit "A"**; and

WHEREAS, the president and secretary of The Timbers Association hereby acknowledge and sign this instrument containing the amendment herein; and

WHEREAS, the procedure necessary to amend as required by the Declaration of Covenants, Restrictions and Easements has in all respects been complied with.

NOW THEREFORE, the undersigned hereby execute this instrument thereby amending the Declaration and Bylaws by the amendments attached hereto and made a part hereof as **Exhibit "A"**.

IN WITNESS WHEREOF, the undersigned hereby certify that the requirements provided for in the Declarations of The Timbers Association have in all respects been satisfied for the purpose of the passage of this amendment.

**AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE TIMBERS ASSOCIATION**

ARTICLE VIII, ENFORCEMENT, DURATION AND AMENDMENT, Section 2. Duration of the Declaration is hereby amended to read as follows:

Section 2. Duration. The provisions of the Declaration of Covenants, Restrictions and Easements of The Timbers Association as recorded in Volume 88-5933, Page 36 et seq. and any amendments thereto are hereby extended and shall continue in full force and effect for a ten (10) year period from the date of January 1, 2008. Thereafter, this Declaration automatically shall renew for successive ten (10) year periods unless terminated as provided for in this Article.

This Declaration may be terminated only upon the affirmative vote of seventy percent (70%) by the Living Unit Owners, legal and equitable subject to such provisions, which vote shall be conducted ninety (90) days prior to the end of the ten (10) year term.

Any conflict between the above provisions and any other provisions of the Declaration of Covenants, Restrictions and Easements shall be interpreted in favor of the above amendment. 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 a court of common pleas within one (1) year of the recording of these amendments.

EXHIBIT "A"

THE TIMBERS ASSOCIATION

By: Eugene W. Woy
President

By: Elaine Petrovich
Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, A Notary Public in and for said State, personally appeared the above-named Eugene W. Woy, President and Elaine Petrovich, Secretary of The Timbers Association who acknowledged that they did sign the foregoing Certification of Amendment to the Declaration of Covenants, Restrictions and Easements of the The Timbers Association and that the same is their free act and deed individually and as officers of The Timbers Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of June, 2007.

Vicki Buchacek
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Comm. Expires Dec. 20, 2011

*This instrument prepared by:
FOTH & FOTH
Attorneys at Law
11221 Pearl Road
Strongsville, OH 44136
(440) 846-0000 (office)
(440) 846-9770 (facsimile)*

Please Note: Signatures are located on original document.

CUYAHOGA COUNTY RECORDER
LILLIAN J. GREENE – 7
DEED 11/7/2008 1:12:10 PM
200811070231

**CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS and EASEMENTS AND BY-LAWS
THE TIMBERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Restrictions and Easements for The Timber Association (the “Declaration”) was recorded at Official Records Volumer88-5933, Page 38 et seq. of the Cuyahoga County Records on November 14, 1988; and

WHEREAS, The Timbers Association is a Cluster Housing Property consisting of all Living Unit Owners in The Timbers Association and as such is the representative of all Living Unit Owners; and

WHEREAS, ARTICLE VIII, ENFORCEMENT, DURATION AND AMENDMENT, Section 4. Living Unit Owners’ Association Right to Amend of said Declaration authorizes amendments to said documents; and

WHEREAS, on the 11th day of October, 2008 all Living Unit Owners in excess of sixty Percent (60%) of the voting power of the Association approved certain amendments to the Declaration of Covenants, Restrictions and Easements and Bylaws, which amendments are attached hereto as **Exhibit “A”**; and

WHEREAS, the president and secretary of The Timbers Association hereby acknowledge and sign this instrument containing the amendment herein; and

WHEREAS, the procedure necessary to amend as required by the Declaration of Covenants, Restrictions and Easements has in all respects been complied with.

NOW THEREFORE, the undersigned hereby execute this instrument thereby amending the Declaration and Bylaws by the amendments attached hereto and made a part hereof as **Exhibit “A”**.

IN WITNESS WHEREOF, the undersigned hereby certify that the requirements provided for in the Declarations of The Timbers Association have in all respects been satisfied for the purpose of the passage of this amendment.

THE TIMBERS ASSOCIATION

By: Robert A. Basile
President

By: Elaine M. Petrovich
Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, A Notary Public in and for said State, personally appeared the above named Robert A. Basile, President and Elaine Petrovich, Secretary of The Timbers Association who acknowledged that they did sign the foregoing Certification of Amendment to the Declaration of Covenants, Restrictions and Easements of the The Timbers Association and that the same is their free act and deed individually and as officers of The Timbers Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of November, 2008.

Francine M. Ryan
Notary Public, State of Ohio
Recorded in Medina County
My Comm. Expires Aug. 29, 2012

*This instrument prepared by:
FOTH & FOTH
Attorneys at Law
11221 Pearl Road
Strongsville, OH 44136
(440) 846-0000 (office)
(440) 846-9770 (facsimile)*

Please Note: Signatures are located on original document.