

CUYAHOGA COUNTY RECORDER  
LILLIAN J GREENE - 5  
DECL 12/29/2008 2:06:04 PM  
**200812290926**

AMENDMENTS TO THE  
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS  
FOR  
DEERFIELD WOODS SUBDIVISION 3

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR DEERFIELD WOODS SUBDIVISION 3 RECORDED AT VOLUME 15039, PAGE 339 ET SEQ., OF THE CUYAHOGA COUNTY RECORDS.

**AMENDMENTS TO THE**  
**DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR**  
**DEERFIELD WOODS SUBDIVISION 3**

WHEREAS, the Declaration of Restrictions, Covenants and Easements for Deerfield Woods Subdivision 3 (the "Declaration") was recorded at Cuyahoga County Records Volume 15039, Page 339. et seq. and the By-Laws of Deerfield Woods Association (the "Bylaws"), Exhibit A to the Declaration, were recorded at Cuyahoga County Records Instrument No. 200806050426, and

WHEREAS, The Deerfield Woods Association (the "Association") is a corporation consisting of all Owners in Deerfield Woods and as such is the representative of all Owners, and

WHEREAS, Article VII of said Declaration authorizes amendments to the Declaration and Bylaws Article XI authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 65% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be added (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 71% of the Association's voting power as of December 3, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 71% 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 Amendment B signed by Owners representing 67% of the Association's voting power as of December 3, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 67% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Restrictions, Covenants and Easements for Deerfield Woods Subdivision 3 is hereby amended by the following:

## AMENDMENT A

INSERT a new DECLARATION ARTICLE V, SECTION 8 entitled, "Cost of Collection." Said new addition, to be added on Page 23 of the Declaration, as recorded at Cuyahoga County Records, Volume 15039, Page 339 et seq., is as follows:

Section 8. Cost of Collection. An Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs and expenses incurred by the Association in connection with the collection of said Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new DECLARATION ARTICLE V, SECTION 9 entitled, "Cost of Enforcement." Said new addition, to be added on Page 23 of the Declaration, as recorded at Cuyahoga County Records, Volume 15039, Page 339 et seq., is as follows:

Section 9. Cost of Enforcement. If any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Living Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Declaration Article V, Section 1.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. 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 the court of common pleas within one year of the recording of the amendment.

## AMENDMENT B

INSERT a new DECLARATION ARTICLE VI, SECTION 31 entitled, "Occupancy Restriction." Said new addition, to be added on Page 30 of the Declaration, as recorded at Cuyahoga County Records, Volume 15039, Page 339 et seq., is as follows:

Section 31. 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 shall not, however, be 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 shall be interpreted in favor of this restriction on the occupancy of Living Units. 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 the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said The Deerfield Woods Association has caused the execution of this instrument this 22<sup>nd</sup> day of December, 2008.

THE DEERFIELD WOODS ASSOCIATION

By: [Signature]  
WILLIAM WALSH, its President

By: [Signature]  
MARK ROYLE, its Treasurer

STATE OF OHIO )  
COUNTY OF Cuyahoga )

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Deerfield Woods Association, by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument, on Page 5 of 5, 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 Strongsville, Ohio, this 22<sup>nd</sup> day of December, 2008.

[Signature]  
NOTARY PUBLIC



Erin K. Witte  
Notary Public  
State of Ohio  
My Commission Expires  
August 13, 2013

This instrument prepared by:  
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