

CUYAHOGA COUNTY  
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AMENDMENTS TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
VALLEY CREEK VILLAGE

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VALLEY CREEK VILLAGE RECORDED AT VOLUME 15012, PAGE 955 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
VALLEY CREEK VILLAGE

**WHEREAS**, the Declaration of Covenants, Restrictions and Easements for Valley Creek Village (the "Declaration") was recorded at Cuyahoga County Records Volume 15012, Page 955 et seq. and the Bylaws of Valley Creek Village Cluster Dwelling Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Cuyahoga County Records Instrument No. 201012280231, and

**WHEREAS**, the Valley Creek Village Association (the "Association") is a corporation consisting of all Living Unit Owners in Valley Creek Village and as such is the representative of all Living Unit Owners, and

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

**WHEREAS**, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Living Unit Owners was held on or about June 14, 2012, and, at such meeting and any adjournment thereof, Living Unit Owners representing at least 65% of the voting power of the Association executed, in person or by proxy, an instrument 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 Living Unit Owners representing 80% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

**WHEREAS**, the Association has in its records the power of attorney signed by Living Unit Owners representing 80% 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 Living Unit Owners representing 75% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Living Unit Owners representing 75% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Living Unit Owners representing 82% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Living Unit Owners representing 82% of the Association's voting power authorizing the Association's officers to execute Amendment C 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 Covenants, Restrictions and Easements for Valley Creek Village is hereby amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE XII entitled, "MERGER." Said new addition, to be added on Page 15 of the Declaration, as recorded at Cuyahoga County Records, Volume 15012, Page 955 et seq., is as follows:

#### ARTICLE XXIII

#### MERGER

The Valley Creek Village Condominium Association Bylaws are hereby merged into the Amended and Restated Bylaws for Valley Creek Village Association. The Valley Creek Village Association shall hereafter administer the covenants and restrictions established upon the Valley Creek Village Association and Valley Creek Village Condominium properties as one scheme. Except as specifically stated

above, the merger does not, however, effect any revocation, change, or addition to the covenants and restrictions established by the Declaration of Condominium Ownership for Valley Creek Village Condominium and the Declaration of Covenants, Restrictions and Easement of Valley Creek Village.

DELETE BYLAWS PAGES 1 THROUGH 16 as recorded as Exhibit B to the Declaration of Covenants, Restrictions and Easements for Valley Creek Village at Cuyahoga County Records Instrument No. 20101228023 and any subsequent amendments.

INSERT new AMENDED AND RESTATED BYLAWS FOR VALLEY CREEK VILLAGE ASSOCIATION, PAGES 1 through 18, as attached hereto and as if fully rewritten hereon.

Any conflict between the above provisions and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Living Unit 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

MODIFY DECLARATION ARTICLE VI, SECTION 5 entitled, "Exterior Maintenance." Said modification, to be made on Page 12 of the Declaration, as recorded at Cuyahoga County Records, Volume 15012, Page 955 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Section 5. Exterior Maintenance. The Valley Creek Village Association shall provide reasonable exterior maintenance, repair, and replacement upon each Parcel, Dwelling, The Common Elements, including, but not limited to, the 4 long fences on the common properties, and the Cluster Housing Properties as follows: ~~paint,~~

repair, and care for ~~roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks,~~ and other exterior improvements in the Common Elements, except as hereinbefore limited, and only the maintenance of the front yards of the Parcels next to the driveway. The Living Unit Owner shall be responsible for the regular painting, maintenance, repair, and replacement of the exterior of the Living Unit, including, but not limited to, roofs, gutters, downspouts, exterior building surfaces, windows and doors, except for the painting project performed by the Association every 5 to 10 years as needed of all wood materials (trim, siding, chimney, garage door, etc.) on the exterior of the Living Unit and garage which shall be the responsibility of the Association. The Living Unit Owner shall further be responsible for the maintenance, repair, and replacement of driveways and walks within the Parcel, the remainder of the front yard next to the garage and continuing to the front door, and approved exterior improvements in the courtyard and/or the rear of the Parcel, decks, and short fences and gate at the back and front of the courtyard (if any). In the event the Living Unit Owner(s) does not maintain the Parcel and/or Living Unit as detailed and outlined above, after due notification by the Board of Directors, the Association will make such repairs as necessary and assess the Living Unit Owner for the cost of such repairs plus a 15% fee, based on the cost, for performing the function necessary for effecting such repairs.

MODIFY DECLARATION ARTICLE IX, SECTION 2 entitled, "Association's Duty to Maintain." Said modification, to be made on Page 14 of the Declaration, as recorded at Cuyahoga County Records, Volume 15012, Page 955 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Section 2. Association's Duty to Maintain. The Association shall have the same duties and obligations to maintain all common properties and facilities as does the Developer as set out in Section 1 of this Article after title has been conveyed to the Association, including, but not limited to, the 4 long fences on the common properties.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this

amendment clarifying the individual Living Unit Owners and Association's maintenance, repair, and replacement responsibilities. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Living Unit 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 C

INSERT a new DECLARATION ARTICLE VI, SECTION 12 entitled, "Occupancy Restriction." Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 15012, Page 955 et seq., is as follows:

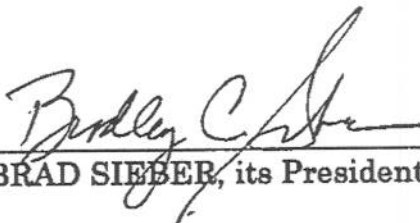
Section 12. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited 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 Living Unit Owner or occupant, or anyone visiting any Living Unit 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.

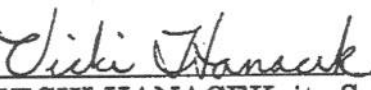
Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Living Units. The invalidity of any part of the above provision, shall not impair or affect in any manner

the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Living Unit 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 Valley Creek Village Association has caused the execution of this instrument this 4<sup>th</sup> day of August, 2012.

VALLEY CREEK VILLAGE ASSOCIATION

By:   
BRAD SIEBER, its President

By:   
VICKI HANACEK, its Secretary

[THIS SPACE LEFT BLANK INTENTIONALLY]

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Valley Creek Village Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 8, 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 4th day of August, 2012.

Lauren M Maslowski  
NOTARY PUBLIC

Place notary stamp/seal here:  
  
LAUREN M. MASLOWSKI  
NOTARY PUBLIC - STATE OF OHIO  
Recorded in Cuyahoga County  
My commission expires May 12, 2013

This instrument prepared by:  
KAMAN & CUSIMANO, LLC, Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650