

AMENDMENTS TO THE
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, AND
RESTRICTIONS
FOR
SPRINGBROOK RESERVE

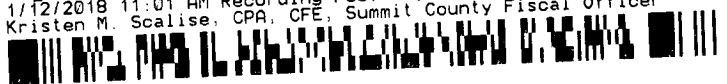
PLEASE CROSS MARGINAL REFERENCE WITH THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, AND RESTRICTIONS FOR SPRINGBROOK RESERVE RECORDED AT INSTRUMENT NO. 54919246 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, AND RESTRICTIONS FOR SPRINGBROOK RESERVE WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 1/12/18

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER
by: E. Melton - E. Melton

DOC # 56356209



**AMENDMENTS TO THE
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, AND
RESTRICTIONS FOR SPRINGBROOK RESERVE**

WHEREAS, the First Amended and Restated Declaration of Covenants, and Restrictions for Springbrook Reserve (the "Declaration") was recorded at Instrument No. 54919246, and the Bylaws of Springbrook Reserve Homeowners Association (the "Bylaws"), were recorded at Instrument No. 56238965 of the Summit County Records, and

WHEREAS, the Springbrook Reserve Homeowners Association (the "Association") is a corporation consisting of all Owners in Springbrook Reserve HOA and as such is the representative of all Owners, and

WHEREAS, Declaration Article VII, Section 3 authorizes amendments to the Declaration and Revised Code Section 1702 authorizes amendments to the Bylaws, and

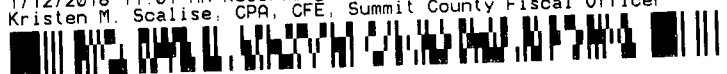
WHEREAS, Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and B signed by Owners representing 82.56% of the Association's voting power as of October 12, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 82.56% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 77.91% of the Association's voting power as of October 12, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.91% 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 and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the First Amended and Restated Declaration of Covenants, and Restrictions for Springbrook Reserve is amended by the following:

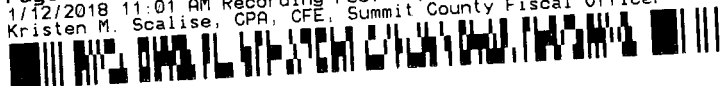
AMENDMENT A

INSERT a new **DECLARATION ARTICLE V, SECTION 18**. Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Instrument No. 54919246, is as follows:

Section 18. A person who is classified as 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 Lot 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 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 Lots. 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 this amendment.



AMENDMENT B

INSERT a new PARAGRAPH in DECLARATION ARTICLE VII, SECTION 6 entitled, "Notices." Said new addition, to be added on Page 10 of the Declaration, as recorded at Summit County Records, Instrument No. 54919246, is as follows:

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

1. For voting on the election of Board members, the Association may provide for voting by electronic transmission, provided that if the Association cannot guarantee the anonymity of an Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot.

2. An electronic mail or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail, by



hand delivery, or by leaving the notice under or attached to the front door of the Owner's Lot.

3. Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery or regular mail to such Owner's residence in the Property or the last known address of the Owner.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 this amendment.

AMENDMENT C

INSERT a new BYLAWS ARTICLE IV, SECTION 6 entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page 3 of the Bylaws:

SECTION 6. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such



Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive,



but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as



said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. 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 this amendment.

AMENDMENT D

[Intentionally Left Blank - Amendment Proposal Still Pending]

AMENDMENT E

[Intentionally Left Blank - Amendment Proposal Still Pending]

AMENDMENT F

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The Springbrook Reserve Homeowners Association has caused the execution of this instrument this 5th day of January, 2018.

SPRINGBROOK RESERVE HOMEOWNERS ASSOCIATION

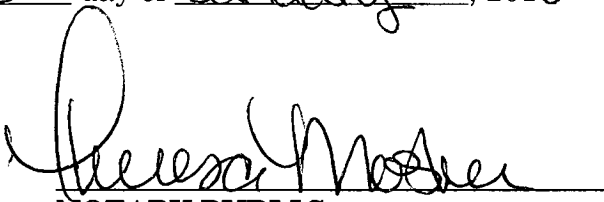
By: 
ISAAC RICHMOND NETTEY, its President



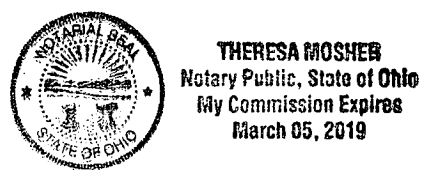
STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Springbrook Reserve Homeowners Association, by its President, who acknowledged that he did sign the foregoing instrument, on Page 8 of 9, and that the same is the free act and deed of said corporation and the free act and deed of each of him personally and as such officer.

I have set my hand and official seal in Summit, Ohio, this 5th day of January, 2018


NOTARY PUBLIC

Place notary stamp/seal here:



l This instrument prepared by:
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Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com