

**LANGUAGE TO AMEND THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF  
EASEMENTS OF THE TRAILS OF SADDLE CREEK**

The Board of Directors of the Saddle Creek Community Association, Inc., proposes that the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of the Trails of Saddle Creek (the "Declaration"), as amended, originally recorded as Instrument 07-21795 in the Montgomery County, Ohio, Records, be amended as follows:

- (1) **REPLACE** all references in the Declaration to the term "Common Areas" and "Community Facilities" with the term "Common Elements."
- (2) **REPLACE** all references in the Declaration to the term "Board of Trustees" and "Trustees" with the term "Board of Directors" and "Directors."
- (3) **DELETE** all references in the Declaration to "Declarant" and "Class B Member," and terms and provisions relating to Declarant and the Class B Member, in their entirety.
- (4) **AMEND, MODIFY AND RESTATE** Declaration Article IV, Section 3, captioned "Individual Assessments," in its entirety as follows:

In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors and such maintenance is not that which is to be provided by the Association, then the Board may, in accordance with Bylaws Article IV, Section 5 and Article VI, Section 4 for required Board approval, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements thereon. The cost of such maintenance and repair, and the cost of reasonable attorneys' fees, court costs, and any other expenses incurred to obtain access to the subject Lot or Living Unit, shall be added to and become part of the total Assessment to which such Lot is subject.

- (5) **AMEND, MODIFY AND RESTATE** Declaration Article IV, Section 11, captioned "Capital Contribution," in its entirety as follows:

Upon the closing of any Lot between any current Owner and a grantee, the grantee shall be required to pay a sum as determined by the Board's budget for the fiscal year at the time of such closing. This capital contribution will be used by the Association for operating expenses and working capital, and will not be applied as an advanced payment toward any Annual Assessment installment or any other amounts due under the terms of the Declaration and Bylaws. This capital contribution is non-refundable. All capital contributions are due at the closing when grantee takes title to the Lot.

(6) **DELETE** Declaration Article VI, Section 1, captioned “Financed and Budget Committee,” in its entirety.

(7) **INSERT NEW** Declaration Article VIII, Section 1(o), captioned “Yard, Sports and Entertainment Equipment,” as follows:

No swing sets, jungle-gyms, playhouses, trampolines and similar yard, sports and entertainment equipment, not in existence on a Lot as of the date this Amendment is recorded with the Montgomery County, Ohio, Recorder’s Office, shall be permitted on any Lot unless approved in advance by the Design Review Committee as set forth in Article VI, Section 2. Any such approved yard equipment located on any Lot must be maintained in safe and good condition. No such approved yard equipment is permitted at any time in the front yard of any Lot and must be located so not to infringe on any rear or side yard setbacks.

(8) **DELETE** Declaration Article VIII, Section 1(n), concerning alterations, amendments and otherwise to covenants and restrictions in Declaration Article VIII, Section 1, in its entirety.

(9) **AMEND, MODIFY AND RESTATE** Declaration Article VIII, Section 2, captioned “Residential Use,” in its entirety as follows:

Section 2.1. Residential Use. All of the Living Units shall be used for private residential purposes exclusively.

Section 2.2. Occupancy Restriction. A person who is classified as a sex offender/child-victim offender and for whom the County Sheriff or other government entity must provide community notice of the sex offender’s residential address, is prohibited from residing in or occupying a Lot and from remaining in or on the Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction, as either may be amended or renamed from time to time. The Association is not liable to any Member, Owner, occupant, visitor, or otherwise, as a result of the Association’s failure, whether negligent, intentional or otherwise, to enforce any provision of this Occupancy Restriction.

(10) **INSERT NEW** Declaration Article VIII, Section 2.3, captioned “Leasing,” as follows:

Except as otherwise provided below, no Lot (including any dwelling and Structure on a Lot) can be leased or rented, whether for monetary compensation or otherwise, at any time by an Owner to others for a term less than six (6) consecutive calendar months. “Lease” shall include all forms of rental agreements and arrangements, including any vacation rental. No Lease shall permit the subleasing or assignment of Lease. No Lease shall be for an individual room, part or sub-part of any Lot. All Leases shall include a mandatory

provision that requires the tenant(s) in said Lease, its family members, guests and invitees, to comply with the terms and provisions of the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, and all amendments thereto. All Leases shall further include a mandatory provision that acknowledges the Association may initiate eviction proceedings as the Owner's agent, in the name of the Owner, as further provided in Declaration Article VIII, Section 2.3(c), as amended. When an Owner leases their Lot, the Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the tenant of said Lease to the Association for the conduct of the lessee(s), tenant(s), or renter(s), their family members, guests and invitees, and any damage to Association property.

(a) To ensure compliance with the requirements and restrictions set forth above, all Leases must be submitted to the Board of Directors at least thirty (30) days before execution of the Lease by Owner. Any Lease that fails to meet the requirements and restrictions as set forth above and herein will not be approved.

(b) Notwithstanding the foregoing, the follow Leases may be permitted:

- (i) Lots that are occupied by the parent(s) or child(ren) of the Owner.
- (ii) Lots that are leased or rented to a third-party by the Lot Owner as of the date this Amendment is recorded with the Montgomery County, Ohio, Recorder's Office, and which the Owner has registered with the Association as a Leased Lot (hereinafter defined) within sixty (60) days of the recording of this Amendment ("Grandfathered Lots"). A Grandfathered Lot may continue to be leased until the earlier of (A) the expiration of the current lease or rental term, and (B) when title ownership of the Lot is transferred to a subsequent Owner, at which time the Lot's Grandfathered Lot entitlement extinguishes and terminates and becomes subject to this lease restriction.
- (iii) To meet special situations and to avoid practical difficulties or other undue hardships, each Owner may lease their Lot for a one-time period of no more than six (6) consecutive calendar months ("Hardship Lots"). To exercise such hardship right:
  - A. The Owner must provide the Board with prior, written notice of the lease no less than thirty (30) days before commencement of such rental arrangement, including but not limited to, identifying the specified renter or tenant;

B. The Owner may not be more than sixty (60) days delinquent in payment of any assessment or other amount due to the Association. If the Owner is more than sixty (60) days past due in any payment, Owner will request from the Board a one-time hardship exception and will not lease the Lot until the Board approves the request.

(iv) Any Lease back arrangement between an Owner and a Buyer of a Lot arising from the sale of the Owner's Lot that is required by the sales contract to allow Owner to continue occupying, using and possessing the Lot after the sale is completed.

(c) The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Ohio Revised Code, to evict a tenant. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Owner and shall be the subject of a special assessment against the offending Lot and made a lien against said Lot.

(11) **INSERT NEW PARAGRAPH** to the end of Declaration Article VIII, Section 3, captioned "Cost of Enforcement," as follows:

If any Owner or an Owner's occupants, tenants, residents, guests, invitees, or employees, violate any provision of the Declaration, the Bylaws, or the rules and regulations, said Owner must pay to the Association, in addition to any other sums due, including all costs of repair or removal and any penalty or enforcement assessments, all costs and expenses incurred by the Association in connection with the enforcement of said Declaration provision or Rule, including, without limitation, reasonable attorneys' fees and court costs. Said costs and expenses are charged as an Assessment against the Owner's Lot. The Association, in addition to all other remedies available, will have the right to place a lien upon the estate or interest of the Owner for all costs and charges provided for in this Section.

(12) **AMEND, MODIFY AND RESTATE** Declaration Article XII, Section 2, captioned "Amendment," in its entirety as follows:

This Declaration may be amended upon the filing for record with the Montgomery County, Ohio, Recorder's Office, an instrument in writing signed by the President setting forth specifically the item(s) to be amended and any new matter to be added, which instrument must have been duly consented to by the Owners, either in writing or by a vote taken at a

duly noticed and conducted Association meeting, by the Owners entitled to exercise a majority of the Association's total voting power. Such amendment must be executed by the Association President with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded. Any amendment becomes effective upon being recorded in the Office of the Montgomery County, Ohio, Recorder.

- (13) **INSERT NEW PARAGRAPH** to the end of Declaration Article XII, Section 4, captioned "Notices," as follows:

To the extent permitted by Ohio and Federal Law, as well as by the Board of Directors, 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, and (3) any payment required to be made under the Declaration or Bylaws, may be accomplished or required using technology available at that time, provided such use is generally accepted business practice, as the Board determines in its sole discretion. This includes, without limitation, the use of electronic mail and other electronic transmission in lieu of any Association required written notice to Owners and Members, individually or collectively. This electronic mail or other transmission technology applies only to Owners and Members who have 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 or Member's signature, vote, consent, or approval that the Association needs or requires, subject to the following:

- (a) For voting on the election of Board members, the Association may provide for voting by electronic transmission; provided, that if the Association cannot guaranty the anonymity of a Member's vote, the Association must provide the Member the option to cast an anonymous printed ballot.
- (b) An electronic mail or other electronic transmission to an Owner or Member is not considered delivered and effective if the Association's transmission to the Owner or Member fails two (2) consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner or Member becomes known to the person responsible for sending the transmission. If the electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner or Member in writing by regular U.S. mail, hand delivery, or posting the notice at the Lot Dwelling.
- (c) Any Owner or Member 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 or any payment due, pursuant to notice requirements as otherwise herein provided in the Declaration and Bylaws.

**Any conflict between the above provisions and any other provisions of the Declaration will be interpreted in favor of the above amendments. The invalidity of any part of the above provisions shall not impair or affect in any manner the validity or enforceability of the remainder of the provision or the Declaration. Upon the recording of these amendments, only Lot Owners of record at the time of such filing have standing to contest the validity of these amendments, 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 the amendments.**