

AMENDMENTS TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
CHADDS FORD SETTLEMENTS SUBDIVISION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR CHADDS FORD SETTLEMENTS SUBDIVISION RECORDED AT OR 629, PAGE 347 ET SEQ. OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR CHADDS FORD SETTLEMENTS SUBDIVISION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 11-21-2019

KRISTEN M. SCALISE CPA, CFE
BY: _____
FISCAL OFFICER
By: Beverly Coble

DOC # 56508579

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR
CHADDS FORD SETTLEMENTS SUBDIVISION**

RECITALS

- A. The Declaration of Covenants, Easements and Restrictions for Chadds Ford Settlements Subdivision (the "Declaration") was recorded at Summit County Records, OR 629, Page 347 et seq.
- B. The Chadds Ford Homeowners Association (the "Association") is a corporation consisting of all Owners in Chadds Ford Settlements and as such is the representative of all Owners.
- C. Declaration Section 10, Section 10.2 authorizes amendments to the Declaration.
- D. Owners representing at least 66 2/3 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").
- E. As of October 15, 2019, Owners representing 69.4 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.
- F. As of October 15, 2019, Owners representing 73.9 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.
- G. As of October 15, 2019, Owners representing 66.7 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment C and authorizing the Association's officers to execute Amendment C on their behalf.
- H. The Association has complied with the proceedings necessary to amend the Declaration, as required by the Declaration, in all material respects.



AMENDMENTS

The Declaration of Covenants, Easements and Restrictions for Chadds Ford Settlements Subdivision is amended by the following:

AMENDMENT A

DELETE DECLARATION SECTION 5.2.19 entitled, "Fences," in its entirety. Said deletion to be taken from Page 14 of the Declaration, as recorded at Summit County Records, OR 629, Page 347 et seq.

INSERT a new DECLARATION SECTION 5.2.19 entitled, "Fences." Said new addition, to be added to Page 14 of the Declaration, as recorded at Summit County Records, OR 629, Page 347 et seq., is as follows:

5.2.19 Fences:

Fences are prohibited from being installed on any Sublot unless the fence is installed solely for the purpose of enclosing the area surrounding an in-ground swimming pool ("Swimming Pool Fence").

5.2.19.1 The proposed location and specifications for a Swimming Pool Fence must be submitted in accordance with and approved by the Architectural Review Committee or Board of Directors as described in Article 4 of this Declaration prior to its construction or installation. Approval will be granted subject to the following:

5.2.19.1.1. The Owner is responsible for the construction, installation, use, maintenance, repair, replacement and insurance of the Swimming Pool Fence.

5.2.19.1.2 The construction, use, maintenance, repair, replacement and insurance of the Swimming Pool Fence must comply with all applicable building codes, laws, zoning ordinances, and other government regulations and any and all specifications and Rules and

Regulations established by the Architectural Review Committee or Board of Directors, at their sole and complete discretion.

5.2.19.1.3 The installation, construction, maintenance and any major repair and replacement of the Swimming Pool Fence must be performed by professional, licensed installer(s) who will carry workers' compensation insurance and liability insurance in an amount of not less than \$1,000,000.00. The Owner will provide proof of such insurance within 30 calendar days of a written request from the Board.

5.2.19.2 Fences installed on a Sublot no less than 6 months prior to the date this amendment is recorded with the Summit County Fiscal Office are excepted from this fence prohibition and may continue to remain on the Sublot until the fence is determined to be in disrepair as determined by the Board. Upon such determination by the Board, the Owner must remove the fence and repair the Sublot as needed. The removed fence may not be replaced.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on fences. 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

DELETE DECLARATION SECTION 5.2.23 entitled, "Pets, Livestock, etc," in its entirety. Said deletion to be taken from Page 15 of the Declaration, as recorded at Summit County Records, OR 629, Page 347 et seq.



INSERT a new DECLARATION SECTION 5.2.23 entitled, "Animals and Pets." Said new addition, to be added to Page 15 of the Declaration, as recorded at Summit County Records, OR 629, Page 347 et seq., is as follows:

5.2.23 Animals and Pets. Except as expressly provided for below, pets, including livestock, fowl, poultry, horses, Exotic Pets (as defined below), wild hybrids, or any other animals of any kind are prohibited from being raised, bred, or kept in or on any Residence or in the Common Elements.

5.2.23.1 An Owner may have and keep Permitted Pets in their Residence. Any Owner that keeps any Permitted Pet defined below and as described above, must comply with the restrictions contained in this Section 5.2.23 and with the Association Rules and Regulations.

5.2.23.2 A "Permitted Pet" is a domestic household pet including any dog, cat, bird, rabbit, reptile, snake, miniature pet pig, domestic, pet rodent, fish, or other aquatic life permitted by this Section 5.2.23.

5.2.23.3 No Permitted Pet may, at any time, be kept, bred, or maintained for any avocational or commercial purpose.

5.2.23.4 The Board may require the permanent removal of any Permitted Pet from the Subdivision that causes or creates a nuisance or unreasonable disturbance, upon 3 days written notice from the Board.

5.2.23.5 A Permitted Pet must be kept in a Residence and only those portions of the Subdivision Common Elements as the Board designates, unless the Permitted Pet is on a hand-held leash, is being carried, or is otherwise transported across, to or from, the Subdivision.

5.2.23.6 An "Exotic Pet" is an animal that is a rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet.

5.2.23.7 If any non-Permitted Pet, or Exotic Pet resides in a Unit for 60 or more days prior to the date of the recording of this Amendment, and the Owner registers the non-Permitted Pet or Exotic Pet with the Association within 90 days of the date of recording of this Amendment, the non-Permitted Pet or Exotic Pet is "grandfathered" and permitted to remain on the Subdivision, until its demise or relocation off the Subdivision for a period of 30 or more consecutive days, at which time it may not be replaced.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets. 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

DELETE DECLARATION SECTION 5.2.26 entitled, "Accessory Buildings," in its entirety. Said deletion to be taken from Page 15 of the Declaration, as recorded at Summit County Records, OR 629, Page 347 et seq.

INSERT a new DECLARATION SECTION 5.2.26 entitled, "Accessory Buildings." Said new addition, to be added to Page 15 of the Declaration, as recorded at Summit County Records, OR 629, Page 347 et seq., is as follows:

5.2.26 Accessory Buildings. No accessory building or structure, as defined by the Board or Architectural Review Committee, will be erected, altered, placed or be permitted to remain on any Sublot unless approved by the Board of Architectural Review. Storage sheds are expressly prohibited. Storage sheds that are installed on a Sublot no less than 6 months prior to the date this amendment is recorded with the Summit County Fiscal Office are excepted from this prohibition and may continue to remain on the Sublot until the accessory building or structure is in disrepair as determined by the

Board. Upon such determination by the Board, the storage shed must be removed, the Sublot repaired as needed and the accessory building or structure may not be replaced.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on accessory buildings or structures. 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 shall be brought in the court of common pleas within one year of the recording of this amendment.

The Chadds Ford Homeowners Association has caused the execution of this instrument this 13 day of November, 2019.

CHADDS FORD HOMEOWNERS ASSOCIATION

By: 
TIMOTHY M. BUCKLEY, President

By: 
JOSEPH B. STAKEL, SR., Secretary

STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Chadds Ford Homeowners 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.

I have set my hand and official seal this 13 day of November, 2019.

Alyssa Atkinson
NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:
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