

**LANGUAGE TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
WOODSIDE CROSSING III HOMEOWNERS' ASSOCIATION**

The Board of Directors for the Woodside Crossing III Homeowners' Association, Inc., proposes that the Declaration of Covenants, Conditions, and Restrictions of Woodside Crossing III Homeowners' Association ("Declaration"), Cuyahoga County, Ohio, be amended as follows:

AMENDMENT

DELETE DECLARATION ARTICLE VI, SECTION 10 entitled, "Animals," in its entirety. Said deletion taken from the Declaration, as recorded at Cuyahoga County Records, Volume 98-10281, Page 54 et seq., and as amended at Instrument No. 200205220056.

INSERT a new DECLARATION ARTICLE VI, SECTION 10 entitled, "Restrictions on Animals." Said new addition to the Declaration, as recorded at Cuyahoga County Records, Volume 98-10281, Page 54 et seq., is:

Section 10. Restrictions on Animals. Except as expressly provided in this Section, no animals, including livestock or poultry of any kind will be raised, bred, maintained, or kept within any Unit, Lot or within the Common Elements for any purpose. A combination of either two dogs, cats, or other common household domestic pets, as defined by the Board, may be kept or maintained in a single Unit or Lot, pursuant to the provisions of this Section but no more than two permitted animals may be kept or maintained at one time in a single Unit or Lot. Exotic pets, which are rare or unusual pets that are generally thought of as a wild species and are not domesticated, and Vicious Dogs (defined below) are prohibited. The restrictions on pets on the Property are further subject to the following:

(a) The keeping of any permitted pet on the property is subject to rules and regulations as the Board may from time to time adopt, including, without limitation, the right to levy enforcement assessments against persons who do not clean up after their pets.

(b) No pets will be permitted in any portion of the property, other than the Unit, unless they are on a hand-held leash, being carried, or otherwise transported.

(c) Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property by the Association subject to these restrictions upon three days' written notice from the Board.

(d) A "Vicious Dog" means a dog that: 1) has caused injury, including but not limited to death to any person or (2) is defined as dangerous, menacing, nuisance or vicious within the meaning of the

Ohio Revised Code Section 955.11(A), or as that statute may be amended from time to time. The term "Vicious Dog" also includes, without limitation, the Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing.

(e) If, at the time this amendment is recorded, a Vicious Dog or other non-permitted pet is residing on a Lot, the animal is "exempt" and, so long as the animal has been registered with the Association within 90 days of the date of recording of this amendment, may remain until its demise or relocation off the property for a period of 30 or more consecutive days, at which time it may not be replaced. If an animal is considered a Vicious Dog or Exotic Pet, as determined by the Board, the Unit Owner must obtain and maintain liability insurance of at least \$1,000,000.00 per occurrence, and provide proof of the insurance to the Association within 30 days of any written request from the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets limiting the number of two pets per Lot and clarifying the types of permitted 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.