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Instr: 200901070000670 01/07/2009
P: 1 of 7 F: \$72.00 1:40PM MISC
Rick Campbell Stark County Recorder T20090000420

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
THE VILLAS AT AUTUMN MEADOW III

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW III RECORDED AT INSTRUMENT NO. 2001063541, OF THE STARK COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW III

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for The Villas at Autumn Meadow III (the "Declaration") was recorded at Stark County Records Instrument No. 2001063541, and

WHEREAS, The Villas at Autumn Meadow III Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Villas at Autumn Meadow III and as such is the representative of all Owners, and

WHEREAS, Article XI, Section 1 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 75% of the Association's voting power have executed instruments 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 Amendments A, B, and C signed by Owners representing 81% of the Association's voting power as of November 13, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 81% of the Association's voting power authorizing the Association's officers to execute Amendments A, B, and 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, Conditions, Restrictions and Easements for The Villas at Autumn Meadow III is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, SECTION 7 entitled, "Cost of Collection." Said new addition, to be added on Page 23 of the Declaration, as recorded at Stark County Records, Instrument No. 2001063541, is as follows:

7. Cost of Collection. A Lot Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and

all costs and expenses incurred by the Association in connection with the collection of said Lot Owner's account, including reasonable attorneys' fees, recording costs, title reports and/or court costs.

INSERT a new DECLARATION ARTICLE VIII, SECTION 3 entitled, "Cost of Enforcement." Said new addition, to be added on Page 24 of the Declaration, as recorded at Stark County Records, Instrument No. 2001063541, is as follows:

3. Cost of Enforcement. If any Lot Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) shall violate any provision of the Declaration or Rules and Regulations adopted by the Board, said Lot Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Lot Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Lot Owner as further explained and set forth in Declaration Article VII, Section 4, Paragraph C.

Any conflict between these provisions and any other provisions of the Declaration shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Lot 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

INSERT a new DECLARATION ARTICLE XII entitled, "INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS." Said new addition, to be added on Page 28 of the Declaration, as recorded at Stark County Records, Instrument No. 2001063541, is as follows:

ARTICLE XII INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the



Association and/or its or their 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 him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration.

The above determination required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

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

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration or Rules and Regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. Every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Lot Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Lot Owners arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Lot Owner's pro rata share bears to the total percentage interest of all the Lot Owners as Members of the Association.

Any conflict between this provision and any other provisions of the Declaration shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Lot 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 III, SECTION 21 entitled, "Occupancy Restriction." Said new addition, to be added on Page 16 of the Declaration, as recorded at Stark County Records, Instrument No. 2001063541, is as follows:


21 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 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 and/or

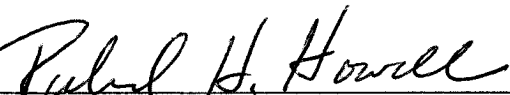
renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Lot Owner or Occupant, or anyone visiting any Lot Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration shall be interpreted in favor of this restriction on the occupancy of Lots. Upon the recording of this amendment, only Lot 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 The Villas at Autumn Meadow III Homeowners' Association, Inc. has caused the execution of this instrument this 29 day of DECEMBER, 2008.

THE VILLAS AT AUTUMN MEADOW III HOMEOWNERS' ASSOCIATION, INC.

By: 
KEN FISHER, its President

By: 
RICHARD HOWELL, its Secretary

Instr: 200901070000670 01/07/2009
P: 7 of 7 F: \$72.00
Rick Campbell 1:40PM MISC
Stark County Recorder T20090000420

STATE OF OHIO)
)
COUNTY OF Stark) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Villas at Autumn Meadow III Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 7, 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 Canal Fulton, Ohio, this 29th day of Dec., 2008.

Lori K. Connelly
NOTARY PUBLIC

Lori K. Connelly, Notary
State of Ohio
My Commission Expires: 09/21/09



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

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Instr: 201203300013724 03/30/2012
P: 1 of 5 F: \$56.00 1:59PM COND
Riek Campbell T20120012366
Stark County Recorder


AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE VILLAS AT AUTUMN MEADOW III

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW III RECORDED AT INSTRUMENT NO. 200109040063541 OF THE STARK COUNTY RECORDS.

THIS WILL CERTIFY THAT COPIES OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW III HAVE BEEN FILED IN THE OFFICE OF THE COUNTY AUDITOR, STARK COUNTY, OHIO

DATE: MARCH 30, 2012

STARK COUNTY AUDITOR

BY: 
DEPUTY AUDITOR JASON FROST



Instr: 201203300013724
P: 2 of 5 F: \$56.00 03/30/2012
Rick Campbell 1:59PM COND
Stark County Recorder T20120012366

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW III

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for The Villas at Autumn Meadow III (the "Declaration") was recorded at Stark County Records Instrument No. 200109040063541, and

WHEREAS, The Villas at Autumn Meadow III Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Villas at Autumn Meadow III and as such is the representative of all Owners, and

WHEREAS, Article XI of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 75% of the Association's current voting power have executed instruments 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 Owners representing 75% of the Association's voting power as of January 19, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 75% 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 Owners representing 78% of the Association's voting power as of January 19, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 78% of the Association's voting power authorizing the Association's officers to execute Amendment B 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, Conditions, Restrictions and Easements for The Villas at Autumn Meadow III is hereby amended by the following:

AMENDMENT A

MODIFY DECLARATION ARTICLE II, SECTION 5, PARAGRAPH A(v). Said modification, to be made on Pages 6-7 of the Declaration, as recorded at Stark County Records, Instrument No. 200109040063541, is as follows (deleted language is crossed-out; new language is underlined):

- (v) All necessary maintenance, repair, replacement of the exterior portions of each Residence; including, but not limited to, exterior painting, downspout, and roofing and windows/window caulking, but excluding any such maintenance, repair or replacement which is necessitated as a result, in whole or in part, of the act(s)/omission(s) of an Occupant and/or the guest(s)/invitee(s) of an Occupant.

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 Owners responsible for the maintenance, repair, and replacement of windows, including caulking, on their Residence. Upon the recording of this amendment, only 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 III, SECTION 5 entitled, "Laundry and Rubbish." Said modification, to be made on Page 11 of the Declaration, as recorded at Stark County Records, Instrument No. 200109040063541, is as follows (deleted language is crossed-out):

5. Laundry and Rubbish. No Owner shall permit clothes, sheets, laundry or any other articles to be hung out or exposed on any part of the Property and all Lots and/or any and all other portions of the Property shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage and other rubbish shall be deposited only in accordance with the rules and regulations for weekly pickup by a refuse collection company selected by the Association. Such refuse collection fees, ~~however,~~ shall not be a part of the Common Element Assessments ~~and shall be paid separately by each Lot Owner.~~

MODIFY PARAGRAPH 1 under DECLARATION ARTICLE VI entitled, "ASSESSMENTS." Said modification, to be made on Page 19 of the Declaration, as recorded at Stark County Records, Instrument No. 200109040063541, is as follows (new language is underlined):

1. All expenditures required to fulfill the responsibilities of the Association, including the refuse collection fees;

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment shifting the cost for refuse collection as a Common Element Assessment. Upon the recording of this amendment, only 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.



Instr: 201203300013724
P: 5 of 5 F: \$66.00 03/30/2012
Rick Campbell 1:59PM COND
Stark County Recorder T20120012366

IN WITNESS WHEREOF, the said The Villas at Autumn Meadow III Homeowners' Association, Inc. has caused the execution of this instrument this 24 day of MARCH, 2012.

THE VILLAS AT AUTUMN MEADOW III HOMEOWNERS' ASSOCIATION, INC.

By: *Ken Fisher*
KEN FISHER, its President

By: *John S. Bailey*
JOHN BAILEY, its Secretary


STATE OF OHIO)
)
COUNTY OF Stark) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Villas at Autumn Meadow III Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument 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 Cornell Fulton, Ohio, this 24th day of March, 2012.

Lori K. Connelly
NOTARY PUBLIC

Place notary stamp/seal here:



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