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Rick Campbell 12:22PM COND  
Stark County Recorder T20110034469

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

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW II RECORDED AT INSTRUMENT NO. 200009270057730 OF THE STARK COUNTY RECORDS.

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

DATE: OCTOBER 18<sup>TH</sup>, 2011

STARK COUNTY AUDITOR

BY:   
DEPUTY AUDITOR Jason Frost

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

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for The Villas at Autumn Meadow II (the "Declaration") was recorded at Stark County Records Instrument No. 200009270057730 and the Bylaws of The Villas at Autumn Meadow II Homeowners' Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Stark County Records Instrument No. 200804250018403, and

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

WHEREAS, Article XI of said Declaration authorizes amendments to the Declaration and Bylaws IX 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 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 81% of the Association's voting power as of September 16, 2011, 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 Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 85% of the Association's voting power as of September 16, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 85% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and



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WHEREAS, the Association has in its records the signed, written consents to Amendments C and D signed by Owners representing 88% of the Association's voting power as of September 16, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 88% of the Association's voting power authorizing the Association's officers to execute Amendments C and D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment E signed by Owners representing 77% of the Association's voting power as of September 16, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77% of the Association's voting power authorizing the Association's officers to execute Amendment E 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 II 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. 200009270057730, is as follows (deleted language is crossed-out):

- (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 eaulking~~, 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.

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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, as well as caulking of same, 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. 200009270057730, 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. 200009270057730, is as follows (new language is underlined):

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



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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 of 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.

### AMENDMENT C

INSERT a new DECLARATION ARTICLE VII, SECTION 7 entitled, "Cost of Collection." Said new addition, to be made on Page 23 of the Declaration, as recorded at Stark County Records, Instrument No. 200009270057730, is as follows:

7. Cost of Collection. An Owner, who fails to pay any assessment(s) within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and for any and all costs and expenses incurred by the Association in connection with the collection of said 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 made on Page 23 of the Declaration, as recorded at Stark County Records, Instrument No. 200009270057730, is as follows:

8. Cost of Enforcement. The Board may levy reasonable enforcement Assessments if any Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Residence) shall violate any provision of the Declaration, Bylaws, or Rules and Regulations. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Property for which the Association is responsible to maintain. Said Owner shall pay to the Association, in addition to any other sums due, any

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enforcement Assessments for violation of said provision or rule levied by the Board, any charges for damage, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement Assessments, charges for damage, costs, and expenses shall be charged as a special Assessment against said 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 Owner as further explained and set forth in Declaration Article VII, Section 4.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. 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 D

INSERT a new DECLARATION ARTICLE III, SECTION 21 entitled, "Occupancy Restriction." Said new addition, to be made on Page 15 of the Declaration, as recorded at Stark County Records, Instrument No. 200009270057730, 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 Residence 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.

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The Association shall not, however, be 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 shall be interpreted in favor of this restriction on the occupancy of Residences. 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 E

MODIFY the 1<sup>st</sup> SENTENCE of DECLARATION ARTICLE III, SECTION 3 entitled, "Lot Uses." Said modification, to be made on Page 10 of the Declaration, as recorded at Stark County Records, Instrument No. 200009270057730, is as follows (new language is underlined):

Each Lot, or portion thereof improved by a Residence, is to be utilized for residential purposes only, and should not be utilized for transient and/or hotel purposes, or otherwise utilized in connection with leasing activities, except as provided for in Declaration Article III, Section 22 below ~~involving leases having a term which are less than twelve (12) months.~~

INSERT a new DECLARATION ARTICLE III, SECTION 22 entitled, "Leasing of Residences." Said new addition, to be made on Page 15 of the Declaration, as recorded at Stark County Records, Instrument No. 200009270057730, is as follows:

22. Leasing of Residences. No Residence shall be leased, let or rented, whether for monetary compensation or not, by an Owner(s) to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Owners, subject to the following:



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- A. This restriction does not apply to: (1) Residences that are occupied by the parent(s) or child(ren) of the Owner(s); or, (2) any Owner(s) leasing or renting his/her Residence at the time of recording of this amendment with the Stark County Recorder's Office, and who has registered his/her Residence as being leased with the Association within ninety (90) days of the recording of this amendment, said Owner(s) shall continue to enjoy the privilege of leasing that Residence until the title to said Residence is transferred to a subsequent Owner(s).
- B. To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner(s) has the right to lease his/her Residence, provided the Owner(s) gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.
- C. In no event shall a Residence be rented or leased by the Owner(s) for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Residence, in whole or in part, is also prohibited.
- D. Any land contract for the sale of a Residence must be recorded with the Stark County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.
- E. All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules and Regulations. The Owner(s) shall relinquish all amenity



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privileges, but continue to be responsible for all obligations of ownership of his/her Residence and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

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

IN WITNESS WHEREOF, the said The Villas at Autumn Meadow II Homeowners' Association, Inc. has caused the execution of this instrument this 30 day of Sept, 2011.

**THE VILLAS AT AUTUMN MEADOW II  
HOMEOWNERS' ASSOCIATION, INC.**

By: Homer Lau  
HOMER LAU, its President

By: Sandy Herston  
SANDY HERSTON, its Secretary