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Documents Reviewed by Auditor's Transfer Office  
"Transfer Not Necessary"

Amber Humes  
Deputy Auditor

3.24.14  
Date

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
THE VILLAS AT AUTUMN MEADOW IV  
AND  
BYLAWS  
OF  
THE VILLAS AT AUTUMN MEADOW IV HOMEOWNERS' ASSOCIATION,  
INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW IV RECORDED AT INSTRUMENT NO. 200405180034987 AND THE BYLAWS OF THE VILLAS AT AUTUMN MEADOW IV HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 201309200046901 OF THE STARK COUNTY RECORDS.

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AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR THE VILLAS AT AUTUMN MEADOW IV AND  
BYLAWS OF THE VILLAS AT AUTUMN MEADOW IV HOMEOWNERS'  
ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for The Villas at Autumn Meadow IV (the "Declaration") was recorded at Stark County Records, Instrument No. 200405180034987 and the Bylaws of The Villas at Autumn Meadow IV Homeowners' Association, Inc. (the "Bylaws"), Exhibit C of the Declaration, were recorded at Stark County Records, Instrument No. 201309200046901, and

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

WHEREAS, Declaration Article XI authorizes amendments to the Declaration to the Declaration and Bylaws Article 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 84.37% of the Association's voting power as of February 3, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 84.37% 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 Amendments B and E signed by Owners representing 93.75% of the Association's voting power as of February 3, 2014, and



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WHEREAS, the Association has in its records the power of attorney signed by Owners representing 93.75% of the Association's voting power authorizing the Association's officers to execute Amendments B and E on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 100% of the Association's voting power as of February 3, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 100% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments D and F signed by Owners representing 90.62% of the Association's voting power as of February 3, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 90.62% of the Association's voting power authorizing the Association's officers to execute Amendments D and F on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Easements of The Villas at Autumn Meadow IV and the Bylaws of The Villas at Autumn Meadow IV Homeowners' Association, Inc. are hereby amended by the following:

AMENDMENT A

MODIFY SUBPARAGRAPH (v) in DECLARATION ARTICLE II, SECTION 5, PARAGRAPH A entitled, "Maintenance and Repairs." Said modification, to be made on Pages 6-7 of the Declaration, as recorded at Stark County Records, Instrument No. 200405180034987, is as follows (deleted language is crossed-out; new language is underlined):

- (v) All necessary maintenance, repair, and 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 Lot Owners responsible for the maintenance, repair, and replacement of windows, as well as caulking of same, on their Residence. 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 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

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. 200405180034987, is as follows (deleted language is crossed-out; new language is underlined):

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 in DECLARATION ARTICLE VI entitled, "ASSESSMENTS." Said modification, to be made on Page 19 of the Declaration, as recorded at Stark County Records, Instrument No. 200405180034987, is as follows (deleted language is crossed-out; 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 of refuse collection as a Common Element Assessment. 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 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. 200405180034987, 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. The Association is not, however, liable to any Lot Owner



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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 and Bylaws shall be interpreted in favor of this restriction on the occupancy of Residences. 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 Lot Owners of record at the time of such filing have standing to contest the validity of the 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 the amendment.

AMENDMENT D

MODIFY the 1<sup>st</sup> SENTENCE in 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. 200405180034987, is as follows (deleted language is crossed-out; 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 in Section 22 below, as amended ~~involving leases having a term which are less than twelve (12) months.~~

INSERT a new DECLARATION ARTICLE III, SECTION 22 entitled, "Leasing of Units." Said new addition, to be added on Page 16 of the Declaration, as recorded at Stark County Records, Instrument No. 200405180034987, is as follows:

22. Leasing of Units. No Residence can be leased, let, or rented, whether for monetary compensation or not, by a Lot Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of resident Lots, subject to the following:



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A. This restriction does not apply to:

(1) Residence that are occupied by the parent(s) or child(ren) of the Lot Owner(s); or,

(2) any Lot 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 90 days of the recording of this amendment ("Grandfathered Residence"), said Lot Owner(s) can continue to enjoy the privilege of leasing that Residence until the title to said Grandfathered Residence is transferred to a subsequent Lot Owner(s), at which time the Residence will no longer be classified as a Grandfathered Residence.

B. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Lot Owner(s) has the right to lease his/her Residence to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Lot Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Lot Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Lot Owner is more than 30 days delinquent, the Lot Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

C. In no event can a Residence be rented or leased by the Lot Owner(s) for transient purposes, which is defined to mean a rental for any period less than six 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.



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D. In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Lot Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Lot Owner's tenant/renter until such delinquency is paid in full.

E. 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.

F. All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules and Regulations. When a Lot Owner leases his/her Residence, the Lot Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Residence and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Lot Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

G. The Board may adopt and enforce Rules and Regulations and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, Rules and Regulations to address and eliminate attempts to circumvent the meaning or intent of this Section 22 and in furtherance of the preservation of Villas at Autumn Meadow IV as an owner-occupied community and against the leasing of Residences for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Residence by any person or family if the Board, in its sole discretion, determines that the Lot Owner of such Residence is intending or seeking to circumvent the meaning or intent of this Section 22.



Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Residences. 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 Lot Owners of record at the time of such filing have standing to contest the validity of the 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 the amendment.

#### AMENDMENT E

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. 200405180034987, is as follows:

7. Cost of Collection. A Lot Owner, who fails to pay any assessment(s) within 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, including reasonable attorneys' fees, recording costs, title reports, and/or court costs, in connection with the collection of said Lot Owner's account, and/or in any action in which the Association is named as a party by any mortgagee, or other creditor of said Lot Owner.

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. 200405180034987, is as follows:

3. Cost of Enforcement. The Board may levy reasonable enforcement Assessments if any Lot 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



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for damage to the Common Elements or any part of the Property for which the Association is responsible to maintain. Said Lot Owner shall pay to the Association, in addition to any other sums due, any enforcement Assessments, any charges for damage, and all fees, costs and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement Assessments, charges for damage, fees, 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 on 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 and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. 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 Lot Owners of record at the time of such filing have standing to contest the validity of the 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 the amendment.

AMENDMENT E

INSERT a new BYLAWS ARTICLE II, SECTION 16 entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page 9 of the Bylaws, Exhibit C of the Declaration, as recorded at Stark County Records, Instrument No. 201309200046901, is as follows:

Section 16. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify: (1) any current or former Director, (2) any current or former officer of the Association, (3) any current or former committee member, and/or (4) any of said Director's or officer's 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 Director, committee member, or officer, provided it is determined, in the manner set forth below, that (i) such Director, committee member, or officer 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; (ii) such Director, committee member, or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, committee member, or officer had no reasonable cause to believe that his/her conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, and/or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

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

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

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules and Regulations of the



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Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, committee member, or officer against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, committee member, or officer.

(c) Directors, Officers, and Committee Members Liability. The Directors, officers, and committee members, of the Association are not personally liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director, or officer will mean that such Director or officer is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as a Lot Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Lot Owner arising out of the contract made by any Director, committee member, or officer, or out of the aforesaid indemnity in favor of such Director, committee member, or officer, is limited to such proportion of the total liability 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 and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors,



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committee members, and officers. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Lot Owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will 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 IV Homeowners' Association, Inc. has caused the execution of this instrument this 5TH day of MARCH, 2014.

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

By: *Dennis Henkle*  
DENNIS HENKLE, its President

By: *Carol Rossi*  
CAROL ROSSI, its Secretary



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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 IV Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 13 of 14, 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 5<sup>TH</sup> day of MARCH, 2014.

  
NOTARY PUBLIC

Place notary stamp/seal here:



Jason C. Saal  
Notary Public, State of Ohio  
My Commission Expires  
April 27, 2018

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