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AMENDMENTS TO THE
SECOND AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OWNERSHIP
FOR
VILLAS AT OREGON TRAILS

55158197
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03/02/2005 03:07P
CONDO 72.00
John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR VILLAS AT OREGON TRAILS WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: March 2, 2005

BY: JOHN A. DONOFRIO
FISCAL OFFICER
By O. Taylor, Deputy Auditor



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AMENDMENTS TO THE
SECOND AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
VILLAS AT OREGON TRAILS

WHEREAS, the Second Amended and Restated Declaration of Condominium Ownership for Villas at Oregon Trails (the "Declaration") and the Second Amended and Restated Bylaws of Villas at Oregon Trails Condominium Association (the "Bylaws"), made a part of the Declaration, were recorded at Summit County Records OR 2050, Page 1425 et seq., and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Villas at Oregon Trails have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Villas at Oregon Trails is hereby amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements."
- (2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements."
- (3) All references in the Declaration and Bylaws to the term "Board of Trustees" and/or "Board of Managers" shall be replaced with the term "Board of Directors."
- (4) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION 2, entitled "Actions." Said new addition, to be added on Page 36 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late



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fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(c). Said new addition, to be added on Page 28 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(6) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(h), entitled "Renting and Leasing." Said new addition, to be added on Page 7 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., and as amended at Summit County Records, Instrument No. 54829981, is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit owner's Agent, in the name of the Unit owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(7) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 1, entitled "Types of Assessments." Said new addition, to be added on Page 25 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;



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- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(c), entitled "Special Individual Unit Assessments." Said new addition, to be added on Page 28 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), the Board may impose reasonable charges to the Unit owner for providing copies of the Declaration, Bylaws or amendments thereto as well as reasonable charges for the handling of re-financing and/or resale documentation, and/or statements of unpaid Assessments.

(9) INSERT a new SECTION 2(t), entitled "Owner/Resident Information," to DECLARATION ARTICLE III. Said new addition, to be added on Page 9 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

(t) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit owner, provide to the Association the Unit owner's and/or all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(10) DELETE DECLARATION ARTICLE VII, SECTION 4, entitled "Board of Trustees," in its entirety. Said deletion is to be taken from Page 13 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq..

INSERT a new DECLARATION ARTICLE VII, SECTION 4, entitled "Board of Directors." Said addition, to be made on Page 13 of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

The Board of Directors shall consist of three (3) persons, each of whom must be a Unit owner or the spouse of a Unit owner. That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time. The terms of the three (3) Directors shall be staggered so that the terms of one-third of the Directors will expire and the successor will be elected at each annual meeting of the Association. At such annual meetings, successors to the Director whose term then expires shall be elected to serve a three (3) year term. Notwithstanding the foregoing, the members, by the vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number of terms of Directors, provided, that in any such event the terms of not less than one-third (1/3) of the Directors shall expire annually.

(11) INSERT a new 4th SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 9, entitled "Regular Meetings." Said new addition, to be added on Page v of the Bylaws, made a part of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(12) INSERT a new PARAGRAPH (m) to BYLAWS ARTICLE IV, SECTION 15, entitled "Powers," and INSERT new SUBPARAGRAPHS (1), (2), (3), (4), (5) and (6), thereafter. Said new additions to be added on Page vii of the Bylaws, made a part of the Declaration, as recorded at Summit County Records, OR 2050, Page 1425 et seq., is as follows:

(m) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) Hire and fire, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;

(2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit owners and relates to matters affecting the Condominium Property;

(3) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(4) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(5) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners;

(6) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit owners of record at the time of such filing shall have standing to contest the validity of these amendments, 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 amendments.

IN WITNESS WHEREOF, the said Villas at Oregon Trails has caused the execution of this instrument this 22 day of FEBRUARY, 2005.

VILLAS AT OREGON TRAILS CONDOMINIUM ASSOCIATION

By: Robert L. Miller
ROBERT MILLER, its President



John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas at Oregon Trails Condominium Association, by Robert Miller, its President, who acknowledged that he 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 him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Stow, Ohio, this 22 day of Feb, 2005.

Donna M. Cornelius
NOTARY PUBLIC

Donna M. Cornelius
exp. 8-28-06

DONNA M. CORNELIUS
Notary Public, State of Ohio
My Commission Expires August 28, 2006
Recorded in Portage County



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John A Donofrio, Summit Fiscal Officer

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

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium organizational documents) shall require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(1) the boundaries of any Unit;

(2) the undivided interest in the Common Areas appertaining to a Unit or the liability for Common Expenses appertaining thereto;

(3) the number of votes in the Association appertaining to any unit;
or

(4) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium; and

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit and each mortgagee by accepting a mortgage encumbering any Unit, is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to (i) supplement and modify the Drawings as construction of buildings is completed as required by Section 5311.06 of the Ohio Revised Code, (ii) cure any ambiguity, inconsistency, or formal defect or omission in the Declaration, the Bylaws and/or the Drawings, (iii) comply with any regulations of any federal or state governmental agency or instrumentality (iv) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional or governmental lender or an institutional or governmental guarantor, insurer or purchaser of a mortgage on a Unit including, but not limited to, the Federal National Mortgage Association and the

Federal Home Loan Mortgage Corporation, or (v) correct typographical errors or obvious factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit owners, shall be executed with the same formalities as to execution of this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution of this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Further, such amendment must refer to the volume and page number in which this Declaration and its attached exhibits are recorded and must contain an affidavit by a duly elected officer of the Association that a copy of the amendment has been mailed by certified mail or hand-delivered or sent by telegram to all mortgagees having bona fide liens of record against any Unit that previously shall have given the Association notice of their name and address. Except as otherwise provided in paragraph (c) above, no amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such first mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his or her certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all first mortgagees consent to an amendment to this Declaration, the Bylaws and/or the Drawing, said amendment or modification shall nevertheless be valid among the Unit owners, inter se, provided that the rights of a non-consenting first mortgagee shall not be derogated thereby. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the auditor and recorder of the county in which the Condominium Property is located.

ARTICLE XIX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with the and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's Rules. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or Occupant, other than with regard to assessments, that cannot be settled by agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect, by a single independent arbitrator selected by the Board. Nothing contained herein shall prevent or prohibit the Association from using summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgement or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 30th day of October, 1995.

Signed and acknowledged by all in the presence of:

Michelle Ferrell
Michelle Ferrell
Karen M. Gambow
Karen M. Gambow

Heartland Villas, Inc.,

By: [Signature]
Louis J. Marino, President

Michelle Ferrell
Michelle Ferrell
Karen M. Gambow
Karen M. Gambow

By: [Signature]
J. Gordon Priemer, Secretary/Treasurer

Villas at Oregon Trails Condominium Association

Michelle Ferrell
Michelle Ferrell
Karen M. Gambow
Karen M. Gambow

By: [Signature]
Louis J. Marino, President

Michelle Ferrell
Michelle Ferrell
Karen M. Gambow
Karen M. Gambow

By: [Signature]
J. Gordon Priemer, Secretary/Treasurer

EXHIBITS

- Exhibit A-1 Legal Description, Condominium Property, Phase 1
- Exhibit A-2 Legal Description, Condominium Property, Phase 2
- Exhibit A-3 Legal Description, Condominium Property, Phase 3
- Exhibit B Sketch Plot Plan, Condominium Property
- Exhibit C Unit Information Sheet