

A Guide to Villas of Hudson HOA Amendments

Amendment	Article/Section	Brief Description	Recording Date
A - Bylaws	II / 5	Actions Without a Meeting	06/12/2003
B - Bylaws	VIII / 1, 2, 3, 4, 5	Indemnification	06/12/2003
C - Declaration	VI / 6.18	Renting or Leasing	10/16/2003
D - Bylaws	III / 1	Number and Qualification – Board of Trustees	05/19/2004
Declaration	VI / 6.22	Occupancy Restriction – Ohio Sex Offenders Act	05/02/2006
A - Declaration	IX / 9.1(a)(iii), IX / 9.2(a)(i)	Roof Decking and Garage Door Responsibility	11/02/2009
B - Declaration	VI / 6.6(i),(ii),(iii),(iv)	Animals / Pets	11/02/2009
A - Declaration	IX / 9.1(a)(iii), IX / 9.2(a)(i),	Heating Cables and Power Vent Maintenance Responsibility	07/15/2014
B - Declaration	IX / 9.1(a)(iii), IX / 9.1(e)(iv), IX / 9.2(a)(i), IX / 9.2(d)(ii)	Property Insurance - Association	07/15/2014
C - Bylaws	II / 4(a)	Annual Meetings	07/15/2014

Updated 5/7/2019



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John A Donofrio, Summit Fiscal Officer

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AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: June 12, 2003

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By Dorothy Taylor
Deputy Fiscal Officer
6-12-03

AMENDMENTS TO THE
DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Declaration") and the Bylaws of Villas of Hudson Homeowners' Association (the "Bylaws"), Exhibit D to the Declaration, were recorded at Summit County Records OR 2014, Page 786 et seq., and

WHEREAS, the Villas of Hudson Homeowners' Association (the "Association") is a corporation consisting of all Owners in Villas of Hudson and as such is the representative of all Owners, and

WHEREAS, Article XV, Section 15.7 of said Declaration authorizes amendments to the Declaration and Bylaws Article VII authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 66 2/3% 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 Amendment A signed by Owners representing 75% of the Association's voting power, 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 73% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 73% 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 Chapter 1702.25 of the Ohio Nonprofit Corporation Act and the Declaration of Easements, Covenants and Restrictions of Villas of Hudson Homeowners' Association have in all respects been complied with.

NOW THEREFORE, the Declaration of Easements, Covenants and Restrictions of Villas of Hudson Homeowners' Association is hereby amended by the following:



John A Donofrio, Summit Fiscal Officer

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AMENDMENT A

ADD A NEW ARTICLE II, Section 5, entitled "Actions without Meetings," to the Bylaws. Said addition, to be made on Page 3 of the Bylaws, attached as Exhibit D to the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association as recorded at Summit County Records OR 2014, Pages 786 et seq. is as follows:

Section 5. Actions Without a Meeting. All votes and/or actions, including votes to amend the Declaration or Bylaws but excepting an action for the removal of a Board member, which may be taken at or after a meeting of the Association, may be taken without a meeting with the approval of, and in writing or writings signed by, Owners having the percentage of voting power required to take such action as if it had been taken at a meeting. Such writings shall be filed at the direction of the Secretary of the Association.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the addition of the provisions to permit actions without a meeting. Upon the recording of this amendment, only 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 amendment.

AMENDMENT B

ADD A NEW ARTICLE VIII, entitled "Indemnification," to the Bylaws. Said addition, to be made on Page 11 of the Bylaws, attached as Exhibit D to the Declaration of Easements, Covenants and Restrictions for the Villas of Hudson Homeowners' Association as recorded at Summit County Records OR 2014, Pages 786 et seq. is as follows:

ARTICLE VIII

INDEMNIFICATION

Section 1. In General. The Association shall indemnify any Board member, officer or committee member of the Association or any former Board member, officer or committee member 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 in connection with the



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

The determinations herein 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, officer or committee member has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he shall, in that event, be indemnified as set forth above herein.

Section 2. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding, shall be advanced by the Association prior to the final disposition thereof upon receipt of a request to pay such amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article VIII 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, any agreement, any insurance provided by the Association, Ohio State laws, including the provisions of Section 1702.12(e) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member, officer or committee member of the Association against any liability asserted against him or incurred by him in such capacity or arising out of his status as a Board member, officer or committee member of the Association.

Section 4. Indemnification by Owners. The Board members, officers and committee members of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify, defend and hold harmless each of the Board members, officers and committee members of the Association against 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 intentionally contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board



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member, officer or committee member of the Association shall provide that such Board member, officer or committee member of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Owner).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article VIII 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 VIII; provided, however, that the liability of any Owner arising out of the contract made by the Board, any Board member, officer or committee member of the Association, or out of the aforesaid indemnity in favor of such Board member, officer or committee member of the Association, shall be limited to such proportion of the total liability hereunder as said Owner's interest in the Common Areas bears to the total interest of all the Owners in the Common Areas.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the addition of the provisions to provide for the indemnification of Board members and committee members. Upon the recording of this amendment, only 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 amendment.

IN WITNESS WHEREOF, the said Villas of Hudson Homeowners' Association has caused the execution of this instrument this 29 day of MAY, 2003, 2003.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: Eric Thomas, President
ERIC THOMAS, its President

By: Dave Strahl, Secretary
DAVE STRAHL, its Secretary



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John A Donofrio, Summit Fiscal Officer

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AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

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10/16/2003 12:45P
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John A Donofrio, Summit Fiscal Officer

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED Oct 9, 2003

BY: JOHN A. DONOFRIO
FISCAL OFFICER
Buy O. Tafar, Deputy Fiscal Officer

AMENDMENT TO THE
DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Declaration") was recorded at Summit County Records OR 2014, Page 786 et seq., and

WHEREAS, the Villas of Hudson Homeowners' Association (the "Association") is a corporation consisting of all Owners in Villas of Hudson and as such is the representative of all Owners, and

WHEREAS, Article XV, Section 15.7 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 66 2/3% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 70.2% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 70.2% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Easements, Covenants and Restrictions of Villas of Hudson Homeowners' Association have in all respects been complied with.

NOW THEREFORE, the Declaration of Easements, Covenants and Restrictions of Villas of Hudson Homeowners' Association is hereby amended by the following:

AMENDMENT C

DELETE DECLARATION ARTICLE VI, Section 6.18 entitled "Renting or Leasing." Said deletion is to be taken from Page 13 of the Declaration as recorded at Summit County Records OR 2014, Page 786 et seq.

INSERT a new DECLARATION ARTICLE VI, Section 6.18 entitled "Renting or Leasing." Said new addition, to be added on Page 13 of the Declaration as recorded at Summit County Records OR 2014, Page 786 et seq., is as follows:



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6.18 Renting or Leasing. Except as stated below, no Home or any part thereof shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident Home Owners, subject to the following:

(a) This prohibition does not apply to: A) Homes that are occupied by the parent(s) or child(ren) of the Owner; or, B) any Owner leasing his/her Home at the time of recording of this amendment with the County Fiscal Office, and who has registered his/her Home as being leased with the Association within three (3) months of the recording of this amendment, said Home Owner shall continue to enjoy the privilege of leasing that Home until the title to said Home is transferred to a subsequent Owner.

(b) To meet a special situation and to avoid an undue hardship or practical difficulty, the Board shall grant permission to an Owner to lease his/her Home 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 Home be rented by the Owner thereof 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 Home is also prohibited.

(d) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Owner in case of default under the lease or for violation of the Declaration, Bylaws or the Rules. Any land contract for the sale of a Home must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of ownership of his/her Home 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. Copies of all exempted leases shall be delivered 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 Homes. 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,



John A Donofrio, Summit Fiscal Officer

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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 Villas of Hudson Homeowners' Association has caused the execution of this instrument this 23 day of September, 2003.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: *Eric Thomas*
ERIC THOMAS, its President

By: *David Strahl*
DAVID STRAHL, its Secretary

STATE OF OHIO)
)) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas of Hudson Homeowners' Association, 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 Stow, Ohio, this 23 day of September, 2003.

Barbara A. Hutchins
NOTARY PUBLIC

BARBARA A. HUTCHINS NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES MAY 20, 2006

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

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John A Donofrio, Summit Fiscal Officer

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AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

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05/19/2004 07:50A
MISC 48.00
John A Donofrio, Summit Fiscal Officer

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION RECORDED AT OR 2014, PAGE 786 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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AMENDMENT TO THE
DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Declaration") was recorded at Summit County Records OR 2014, Page 786 et seq., and

WHEREAS, the Villas of Hudson Homeowners' Association (the "Association") is a corporation consisting of all Owners in Villas of Hudson and as such is the representative of all Owners, and

WHEREAS, Article XV, Section 15.7 of said Declaration authorizes amendments to the Declaration and Bylaws Article VII of said Bylaws authorized amendments to the Bylaws, and

WHEREAS, Owners representing at least 66 2/3% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Owners representing 73.4% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 73.4% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Easements, Covenants and Restrictions of Villas of Hudson Homeowners' Association have in all respects been complied with.

NOW THEREFORE, the Declaration of Easements, Covenants and Restrictions of Villas of Hudson Homeowners' Association is hereby amended by the following:

AMENDMENT D

DELETE BYLAWS ARTICLE III, Section 1 entitled "Number and Qualification." Said deletion is to be taken from Page 3 of the Bylaws, Exhibit D to the Declaration, as recorded at Summit County Records OR 2014, Page 786 et seq.

INSERT a new BYLAWS ARTICLE III, Section 1 entitled "Number and Qualification." Said new addition, to be added on Page 3 of the Bylaws, Exhibit D to the Declaration, as recorded at Summit County Records OR 2014, Page 786 et seq., is as follows:



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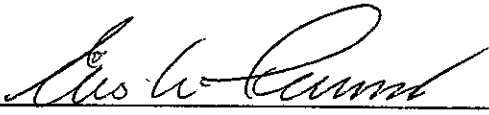
Section 1. Number and Qualification.

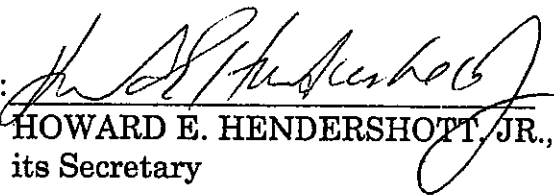
Following the recording of this amendment, the Board of Trustees shall consist of five (5) persons, all of whom must be Owners or spouses of Owners; provided, however, that no Lot may be represented by more than one (1) person on the Board at any one time; and, provided further, that upon the recording of this Amendment, the current Board may appoint two (2) persons to serve on the Board until the annual meeting, at which time the elections shall be held to create staggered elections with a 3-2 rotation as provided in Sections 2 and 3 of this Article III.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the number and qualifications of Board members. 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 Villas of Hudson Homeowners' Association has caused the execution of this instrument this 8 day of May, 2004.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: 
ERIC THOMAS, its President

By: 
HOWARD E. HENDERSHOTT, JR.,
its Secretary



John A Donofrio, Summit Fiscal Officer

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STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas of Hudson Homeowners' Association, 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 Hudson, Ohio, this 8 day of May, 2004.


NOTARY PUBLIC

MARJORIE R. SMITH
Resident, Portage County
Notary Public, State of Ohio
My Commission Expires 3-10-2005

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05/19/2004 07:50A
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John A Donofrio, Summit Fiscal Officer

EW

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

AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION RECORDED AT O.R. 2014, PAGE 786 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5-1-06

BY: JOHN A. DONOFRIO

FISCAL OFFICER

By O. Taylor, Deputy Auditor



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AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Declaration") was recorded at Summit County Records O.R. 2014, Page 786 et seq., and

WHEREAS, the Villas of Hudson Homeowners' Association (the "Association") is a corporation consisting of all Owners in Villas of Hudson and as such is the representative of all Owners, and

WHEREAS, Article XV, Section 15.7 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing 66 2/3% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 76.56% of the Association's voting power as of April 11, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 76.56% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association have in all respects been complied with.

NOW THEREFORE, the Declaration of Easements, Covenants and Conditions for Villas of Hudson Homeowners' Association is hereby amended by the following:

INSERT a new DECLARATION ARTICLE VI, SECTION 6.22 entitled, "Occupancy Restriction." Said new addition, to be added on Page 14 of the Declaration, as recorded at Summit County Records, O.R. 2014, Page 786 et seq., is as follows:

6.22 Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Home for



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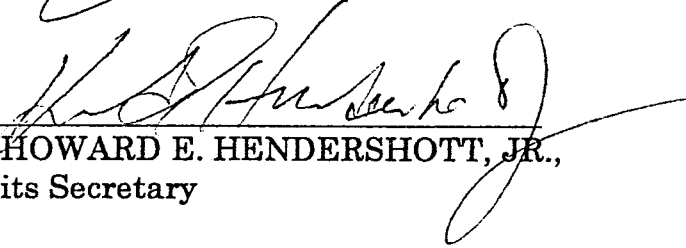
any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Home to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

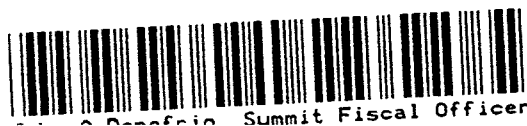
Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Homes. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of 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 Villas of Hudson Homeowners' Association has caused the execution of this instrument this 25 day of April, 2006.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: 
JEFFREY ZGONC, its President

By: 
HOWARD E. HENDERSHOTT, JR.,
its Secretary



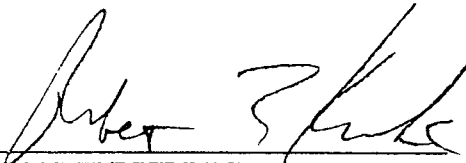
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Summit Fiscal Officer

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas of Hudson Homeowners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, 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 Hudson, Ohio, this 25 day of April, 2006.



NOTARY PUBLIC

ROBERT E. KMIETIK
ATTORNEY AT LAW
MY COMMISSION HAS NO
EXPIRATION DATE

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



John A Donofrio, Summit Fiscal Officer

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AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
 FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

Mail to:
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PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION RECORDED AT OR 2014, PAGE 786 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF EASEMENT, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 10.30.09

BY: Liam M. James
 FISCAL OFFICER



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 11/02/2009 09:09A
 MISC 72.00

AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Declaration") and the Bylaws of Villas of Hudson Homeowners' Association (the "Bylaws"), Exhibit D to the Declaration, were recorded at Summit County Records OR 2014, Page 786. et seq., and

WHEREAS, the Villas of Hudson Homeowners' Association (the "Association") is a corporation consisting of all Owners in Villas of Hudson and as such is the representative of all Owners, and

WHEREAS, Article XV, Section 15.7(c) of said Declaration authorizes amendments to the Declaration and Bylaws Article VII authorizes amendments to the Bylaws, and

WHEREAS, a meeting of the Association's Owners was held on or about September 23, 2009, and, at such meeting and any adjournment thereof, Owners representing at least 66 2/8% of the voting power of the Association executed, in person or by proxy, an instrument 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 and B signed by Owners representing 70.3125% of the Association's voting power, together with the minutes from said meeting and any adjournment thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 70.3125% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and
Owners

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 Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association is hereby amended by the following:



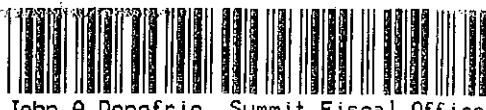
AMENDMENT A

~~MODIFY DECLARATION ARTICLE IX, SECTION 9.1(a)(iii).~~ Said modification, to be made on Page 18 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., is as follows (deleted language is crossed-out; new language is underlined):

- (iii) The Association shall make any necessary repairs and replacements to maintain in good condition and repair the non-structural portions of the roof, including the roof decking, and exterior walls (other than party walls), gutters, downspouts, patio fencing and shutters of all Homes, unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to the provisions of Section 9.2(d) or the negligence or misconduct of the Owner or Occupant of the affected Home. The Association shall also be responsible for the painting of the exterior surface of the Home's garage door.

~~MODIFY DECLARATION ARTICLE IX, SECTION 9.2(a)(i).~~ Said modification, to be made on Page 21 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., is as follows (deleted language is crossed-out; new language is underlined):

- (i) ~~Each Owner shall keep such Owner's Home in good condition and repair and shall make all repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, interior and exterior, except for the non-structural portions of the exterior walls and roofs,~~ including the roof decking, the gutters and downspouts, and shutters, and the painting of the exterior surface of the Home's garage door, which shall be maintained, repaired and replaced, if necessary, by the Association. ~~Notwithstanding the above,~~ all windows, glass and doors, including hardware and other appurtenances thereof shall be repaired, maintained and replaced, if necessary, by the Owners of the Homes. In addition, each Owner shall make all repairs and replacements necessitated by fire or other casualty which is insured or insurable under the provisions of Section 9.2(d) of this Declaration even if the Association would otherwise be responsible for such maintenance, and repair, and replacement.



Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment making the Association responsible for the maintenance, repair, and replacement of the Home's roof decking and the painting of the exterior surface of the Home's garage door. 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 VI, SECTION 6.6 entitled, "Animals." Said modification, to be made on Page 10 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., is as follows (new language is underlined):

6.6 Animals. Except as hereinafter provided, no animals, ~~birds, rabbits, livestock, fowl, reptiles or poultry of any kind~~ shall be raised, bred, or kept in any Home or on the Common Areas. Notwithstanding the foregoing, dogs (excluding, however, any dog of vicious breed as further described below), cats, caged (including bird cages and fish tanks) or other household domestic pets, not kept, bred or maintained for commercial purposes, may be maintained in any Home, provided that:

- (i) no more than two (2) pets may be maintained in any Home;
- (ii) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, to place reasonable limitations on the number and type of such pets, and to levy enforcement charges against persons who do not clean up after their pets; and
- (iii) the right of an Occupant to maintain an animal in a Home shall be subject to termination if the Board, in its full and



complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Villas of Hudson or other Homes or occupants.

- (iv) any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association; and provided further that they are not permitted in any area of the Property other than the Homes unless they are on a hand-held leash, being carried, or otherwise transported and they are permitted only on those portions of the Property as shall have been designated for them by the Board.

The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, or wild hybrids. No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Property for any length of time. Any "exotic" animal or Prohibited Dog kept on the Property prior to the recording of this amendment shall be "grandfathered" and permitted to remain on the Property until its demise or relocation off the Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as determined by the Board, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within thirty (30) days of any written request from the Board.

A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Property for any length of time.

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



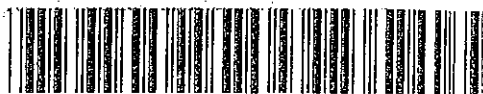
on pets. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Villas of Hudson Homeowners' Association has caused the execution of this instrument this 27 day of October, 2009.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: Judith Boyle
JUDITH BOYLE, its President

By: John Jorgensen
JOHN JORGENSEN, its Secretary



STATE OF OHIO)

COUNTY OF Summit)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas of Hudson Homeowners' Association, 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

Hudson, Ohio, this 27 day of October, 2009.

Marion K. Lawrence
NOTARY PUBLIC

Place notary stamp/seal here:

MARION K. LAWRENCE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Summit County
My commission expires May 11, 2013

This instrument prepared by:

* KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650 *EN*

AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION RECORDED AT OFFICIAL RECORD VOLUME 2014, PAGE 786 ET SEQ. OF THE SUMMIT COUNTY RECORDS.



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AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Declaration") and the Bylaws of Villas of Hudson Homeowners' Association (the "Bylaws"), Exhibit D of the Declaration, were recorded at Summit County Records, Official Record Volume 2014, Page 786 et seq., and

WHEREAS, the Villas of Hudson Homeowners' Association (the "Association") is a corporation consisting of all Owners in Villas of Hudson and as such is the representative of all Owners, and

WHEREAS, Declaration Article XV, Section 15.7(c) authorizes amendments to the Declaration, and Bylaws Article VII authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 66 2/3% 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 Amendments A, B, and C signed by Owners representing 78.125% of the Association's voting power as of May 13, 2014, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 78.125% 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 and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Easements, Covenants and Restrictions of Villas of Hudson Homeowners' Association is hereby amended by the following:

AMENDMENT A

MODIFY AMENDED DECLARATION ARTICLE IX, SECTION 9.1(a)(iii). Said modification, to be made on Page 18 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., and amended at Summit County Records 55662017 is as follows (deleted language is crossed-out; new language is underlined):

- (iii) The Association shall make any necessary repairs and replacements to maintain in good condition and repair the non-structural portions of the roof, including the roof decking, heating cables (if any), and power vent (if any), and exterior walls (other than party walls), gutters, downspouts, patio fencing and shutters of all Homes, unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to the provisions of Section 9.2(d) or the negligence or misconduct of the Owner of Occupant of the affected Home. The Association shall also be responsible for the painting of the exterior surface of the Home's garage door.

MODIFY AMENDED DECLARATION ARTICLE IX, SECTION 9.2(a)(i). Said modification, to be made on Page 21 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., and amended at Summit County Records 55662017 is as follows (deleted language is crossed-out; new language is underlined):

- (i) Each Owner shall keep such Owner's Home in good condition and repair and shall make all repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, interior and exterior, except for the painting of the exterior surface of the Home's garage door, non-structural portions of the exterior walls and roofs, including the roof decking, heating cables (if any), power vent (if any), the gutters and downspouts, and shutters, ~~and the painting of the exterior surface of the Home's garage door~~, which shall be maintained, repaired and replaced, if necessary, by the Association. Notwithstanding the above, all windows, glass, ~~and doors~~, and garage door, including hardware and other



appurtenances thereof shall be repaired, maintained and replaced, if necessary, by the Owners of the Homes. In addition, each Owner shall make all repairs and replacements necessitated by fire or other casualty which is insured or insurable under the provisions of Section 9.2(d) of this Declaration even if the Association would otherwise be responsible for such maintenance, and repair, and replacement.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment making the Association responsible for the maintenance, repair, and replacement of the Home's heating cables and power vent, if any. Upon the recording of this amendment, only 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 B

MODIFY the first sentence of AMENDED DECLARATION ARTICLE IX, SECTION 9.1(a)(iii). Said modification, to be made on Page 18 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq. and amended at Summit County Records 55662017, is as follows (deleted language is crossed out):

- (iii) The Association shall make any necessary repairs and replacements to maintain in good condition and repair the non-structural portions of the roof, including the roof decking, and exterior walls (other than party walls), gutters, downspouts, patio fencing and shutters of all Homes, unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to the provisions of Section 9.2(d) or the negligence or misconduct of the Owner or Occupant of the affected Home.

DELETE the word "and" at the end of DECLARATION ARTICLE IX, SECTION 9.1(e)(ii) and REPLACE the period at the end of DECLARATION ARTICLE IX, SECTION 9.1(e)(iii) with the word "and." Said modifications are to be made on Page 20 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq.

INSERT a new DECLARATION ARTICLE IX, SECTION 9.1(e)(iv). Said addition, to be made on Page 20 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., is as follows:

(iv) Special form (all risk) insurance ("Property Insurance") on the non-structural exterior components of each Home that the Association is required to maintain. This includes all roofing and siding materials, including shingles, flashing, ice guard, roof decking, gutters, downspouts, shutters, and house wrap; but does not include windows, doors, foundations, vents, stacks, and exterior outlets or light fixtures. In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for maintaining and insuring a given exterior item or component of a Home, the Board's determination, exercised in good faith, as to whether the Association or individual Unit Owner is to maintain and insure the given item or component, is final, provided that such determination must thereafter be consistently followed. The Association's Property Insurance responsibility is further subject to the following:

(1) The amount of Property Insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding items normally excluded from such coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably high, as the Board so determines, then in no event can the coverage be in an amount less than 80% of the then current replacement cost, less the deductible and with exclusions. Written notice of any modification made to the Property Insurance coverage will be given to every



Owner within 30 days of the effective date of the modification.

- (2) The Property Insurance policy may include, as the Board so determines from time to time, a "Building Ordinance" or "Law Coverage" and/or such other endorsements as the Board so decides upon.
- (3) Subject to the provisions of subsection (4) below, the Property Insurance is for the benefit of the Association, each of the Owners, and the holders of mortgages upon the respective Homes, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the respective Homes.
- (4) The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Property Insurance regardless of the person(s), including mortgagee(s), who may be a beneficiary of such policy or named as an additional insured, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The Board's failure or refusal to file, process, or adjust any claim for damage or destruction to any part of a Home will not give rise to any claim against the Association or the Board except only to the extent such claim would be covered by the Property Insurance in accordance with this Section 9.1(e)(iv).
- (5) The Association's Property Insurance may include a reasonable deductible as the Board so determines. The maximum deductible, per, as the Board so decides, Home, building, or the property as a whole, is the higher of \$10,000.00 or one percent of the policy face amount.



If any damage or loss is the result of any Owner's negligence, or the negligence of any guest, tenant, resident, licensee, or contractor of such Owner, the Owner is responsible for the amount of damage or loss not paid for by the Association's insurance policy, including, without limitation, the deductible expense pertaining to such damage or loss. In the absence of any negligence, the Association will pay the deductible expense on any damage or a loss that is covered under the Association's Property Insurance, in whole or in part.

DELETE the last sentence of DECLARATION ARTICLE IX, SECTION 9.2(a)(i) in full. Said deletion is to be made on Page 21 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq.

INSERT a new sentence at the end of DECLARATION ARTICLE IX, SECTION 9.2(a)(i). Said addition, to be made on Page 21 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., is as follows:

- (i) ... In addition, each Owner will reimburse the Association for all repairs and replacements to the exterior non-structural components of the Homes that the Association maintains and insures that is necessitated by the Owner's negligence, or the negligence of any guest, tenant, resident, licensee, or contractor of such Owner that is not paid for by the Association's insurance policy, including, without limitation, paying for the deductible expense pertaining to such damage or loss.

MODIFY the first sentence of DECLARATION ARTICLE IX, SECTION 9.2(d)(ii). Said modification, to be made on Page 22 of the Declaration, as recorded at Summit County Records, OR 2014, Page 786 et seq., is as follows (new language is underlined; deleted language is crossed out):

- (ii) Except for the Property Insurance the Association is to obtain and maintain on the exterior, non-structural components of the Homes in accordance with Declaration Article IX, Section 9.1(e)(iv), ~~e~~Each Owner shall maintain Special Form (all risk)



insurance coverage on the structural and interior components, and such exterior components not insured by the Association, of such Owner's Home, in the amount of the full replacement cost of such Home, such policy to have an Agreed Amount Endorsement to avoid a co-insurance penalty.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment making the Association responsible for insuring the exterior non-structural components of the Homes that the Association maintains. Upon the recording of this amendment, only 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 C

MODIFY the last sentence of BYLAWS ARTICLE II, SECTION 4(a) entitled, "Annual Meeting." Said modification, to be made on Page 2 of the Bylaws, Exhibit D to the Declaration recorded at Summit County Records, OR 2014, Page 786 et seq., is as follows (new language is underlined; deleted language crossed out):

(a) ... Subsequent annual meetings of Members of the Association shall be held on a date and at a time in the month of May as determined by the Board ~~the first Tuesday following the anniversary of the first annual meeting if not a legal holiday, and, if a legal holiday, then the next succeeding business day.~~

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this modification to the date of the Annual Meeting. Upon the recording of this amendment, only 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 will be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

The said Villas of Hudson Homeowners' Association has caused the execution of this instrument this 8th day of July, 2014.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: Judith Boyle, President
JUDITH BOYLE, its President

By: James E. Buxton V.P.
JAMES E. BUXTON, its VICE PRESIDENT
(Print Name) (Print Title)



STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas of Hudson Homeowners' Association, by its President and its Vice President, who acknowledged that they did sign the foregoing instrument, on Page 9 of 10, 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 Hudson, Ohio, this 8th day of July, 2014.

Ronald Lindeen
NOTARY PUBLIC

Place notary stamp/seal here:

Ronald Lindeen
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 03/24/2015



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

