

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
LAKE FOREST ESTATES
AND
RECORDING OF THE
BYLAWS (ALSO KNOWN AS CODE OF REGULATIONS) OF
LAKE FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKE FOREST ESTATES RECORDED AT INSTRUMENT NO. 54486551 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FRO LAKE FOREST ESTATES WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: _____

BY: _____
FISCAL OFFICER



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AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR LAKE FOREST ESTATES
AND
RECORDING OF BYLAWS (ALSO KNOWN AS CODE OF REGULATIONS) OF
LAKE FOREST ESTATE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Lake Forest Estates Homeowners Association, Inc. ("Association") was created on or about July 6, 2004, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State's Office; and

WHEREAS, the Association's principal purpose is to maintain and operate the Lake Forest Estates Homeowners Association, Inc. development located in Macedonia, Ohio, pursuant to the terms and provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Lake Forest Estates Subdivision, that were filed for record at Instrument No. 54486551 of the Summit County Records; and

WHEREAS, upon the filing of the Articles of Incorporation, the Developer created and adopted the Code of Regulations of Lake Forest Homeowners Association, Inc. (the "Bylaws") for conducting the Association's affairs, but did not file the Bylaws for record with the Summit County Records; and

WHEREAS, Ohio Revised Code Section 5312.02 of the Ohio Planned Community Act requires a copy of the Bylaws to be filed and recorded with the County Fiscal Office, and

WHEREAS, to bring the Association's governing documents in compliance with Section 5312.02, the Association hereby adopts the Bylaws, a copy of which is attached hereto, for filing with the Summit County Fiscal Office.

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for lake Forest Estates (the "Declaration") was recorded at Summit County Records Instrument No. 54486551, and

WHEREAS, the Lake Forest Estates Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Lake Forest Estates and as such is the representative of all Owners, and



WHEREAS, Article IX, Section 5 of said Declaration authorizes amendments to the Declaration and Bylaws Article IX, Section 9.01 authorizes amendments to the Bylaws, and

WHEREAS, a meeting of the Association's Owners was held on or about July 7, 2010, and, at such meeting and any adjournment thereof, Owners representing not less than 60% 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 Amendment B signed by Owners representing 60.16% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 60.16% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments C and G signed by Owners representing 71.54% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 71.54% of the Association's voting power authorizing the Association's officers to execute Amendments C and G on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Owners representing 63.41% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 63.41% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment F signed by Owners representing 65.04% of the Association's voting



power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 65.04% of the Association's voting power authorizing the Association's officers to execute Amendment F on their behalf, and

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

NOW THEREFORE, the Bylaws of Lake Forest Estates Homeowners Association, Inc., as adopted by the Association, are attached to the Declaration, as "Exhibit C," and set forth as attached hereto and the Declaration of Covenants, Conditions, Restrictions and Easements for Lake Forest Estates is hereby amended by the following:

AMENDMENT A

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT B

INSERT a new DECLARATION ARTICLE III, SECTION 17. Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

Section 17. No solar panels or windmills shall be commenced, constructed, installed, built, placed, erected or maintained upon any Lot or any area owned in common if visible from the front of the Lot or any area of the street view until the plans and specifications showing the nature, kind, height, materials, color and location of the same have been submitted to and approved in writing by the Board of Directors, or its designated representative, as to the harmony of exterior design, materials, color and location, which guidelines shall be adopted by the Board of Directors, with respect to surrounding structures and topography. Except for antennas expressly permitted by the Federal Communications Commission's ("FCC") over-the-air reception device



(“OTARD”) rules, including without limitation, satellite dishes one meter (approximately 39 inches) or less in diameter, which may be installed in strict compliance with the OTARD rules and reasonable rules, if any, established by the Directors, no exterior antenna or other external reception, transmission, and/or communication device shall be permitted on the roof or exterior wall of any home or placed or maintained in or above the ground of any lot without the prior approval of the Directors. Furthermore, subject to applicable easements and recorded rights, no facilities, including poles and wires, for the transmission of electricity, audio and/or video communications, such as, without limitation, cellular towers, except as again expressly permitted by the OTARD rules, shall be permitted on the roof or exterior wall of any home or be placed or maintained above the surface of the ground on any lot by any individual Owner.

Any conflict between this provision and any other provisions of the Agreement shall be interpreted in favor of this amendment regarding the restriction of exterior installations of solar panels, windmills, or communication antenna devices and towers. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE III, SECTION 18. Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

Section 18. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender’s residence is prohibited from residing in or occupying a Lot or remaining in or on the Properties for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is

required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any 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 Code shall be interpreted in favor of this restriction on the occupancy of Lots. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

INSERT a new DECLARATION ARTICLE VI, SECTION 13 entitled, "Cost of Collection." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

Section 13. Cost of Collection. An Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs and expenses incurred by the Association in connection with the collection of said Owner's account, including reasonable attorneys' fees, recording costs, title reports, and/or court costs.

INSERT a new DECLARATION ARTICLE VI, SECTION 14 entitled, "Cost of Enforcement." Said new addition, to be added on Page 9 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

Section 14. Cost of Enforcement. If any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Lot) shall violate any provision of the Declaration, Code, or rules and



regulations adopted by the Board, said Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, costs, and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Declaration Article VI, Section 3.

Any conflict between these provisions and any other provisions of the Declaration and Code shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT E

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT F

INSERT a new CODE ARTICLE IV, SECTION 4.11 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 4 of the Code, is as follows:

Indemnification of Board Members and Officers

4.11 The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in

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

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

4.11.1 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.

4.11.2 Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, this Code or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code 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 or officer of the Association against any liability asserted against him/her or



incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

4.11.3 Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or this Code and/or as a Owner.

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

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only 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 G

MODIFY CODE ARTICLE III, SECTION 3.06 entitled, "Notice of Members' Meetings." Said modification, to be made on Page 2 of the Code of Regulations is as follows (deleted language is crossed-out; new language is underlined):

Notices of Members' Meetings

3.06 Written or printed notice, stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than five (5) or more than forty-five (45) days before the date of the members' meeting, either personally, or by regular U.S. mail registered or certified first class mail, ~~or by telegram~~ by or at the direction of the President, the Secretary, or the officers or other persons or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the member at the Member's address as it appears on the records of the Corporation, with postage prepaid.

Any conflict between this provision and any other provision of the Declaration and Code shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. 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.

