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RECORDING OF THE BYLAWS OF
THE VILLAS OF TUSCANY CLUSTER HOMEOWNERS ASSOCIATION
AND
AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR VILLAS OF TUSCANY
AND
AMENDMENTS TO THE BYLAWS OF
THE VILLAS OF TUSCANY CLUSTER HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR VILLAS OF TUSCANY RECORDED AT INSTRUMENT NO. 54330796 OF THE SUMMIT COUNTY RECORDS

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

DATED: _____

BY: _____
FISCAL OFFICER

DOC # 56380742



**RECORDING OF THE BYLAWS OF THE VILLAS OF TUSCANY CLUSTER
HOMEOWNERS ASSOCIATION**
AND
AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR
VILLAS OF TUSCANY
AND
AMENDMENTS TO THE BYLAWS OF THE VILLAS OF TUSCANY CLUSTER
HOMEOWNERS ASSOCIATION

WHEREAS, the Villas of Tuscany Homeowners Association, Inc. (“Association”) was created about October 8, 1998, 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 Villas of Tuscany residential community located in Macedonia, Ohio, pursuant to the terms and provisions of the Declaration of Restrictions, Covenants and Restrictions for Villas of Tuscany (the “Declaration”), that were filed for record at Summit County Records, Instrument No. 54330796; and

WHEREAS, upon the filing of the Articles of Incorporation, the Declarant created and adopted the Code of Regulations of The Villas of Tuscany Cluster Homeowners Association (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 Recorder, and

WHEREAS, the Villas of Tuscany Homeowners Association, Inc. (the “Association”) is a corporation consisting of all Owners in Villas of Tuscany and as such is the representative of all Owners, and

WHEREAS, Declaration Article VII(a) authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 65% of the Association’s current 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 A signed by Owners representing 77.8% of the Association's voting power as of January 26, 2018, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.8% 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 69.5% of the Association's voting power as of January 26, 2018, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 69.5% 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 and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Bylaws of The Villas of Tuscany Cluster Homeowners Association as adopted by the Declarant are attached to and made a part of the Declaration and set forth as attached and the Declaration of Restrictions, Covenants and Easements for Villas of Tuscany and the Bylaws of The Villas of Tuscany Cluster Homeowners Association are amended by the following:

To bring the Association's governing documents in compliance with Section 5312.02, the Board of Directors, on behalf of the Association, approved the attached Bylaws to be filed and recorded with the Geauga County Recorder's Office.

AMENDMENT A

MODIFY the TITLE of the DECLARATION. Said modification, to be made on Page 1 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):



**DECLARATION OF RESTRICTIONS, COVENANTS AND
EASEMENTS
FOR VILLAS OF TUSCANY MACEDONIA LAND
DEVELOPMENT, LTD.
(~~Villas of Tuscany~~)**

MODIFY the 1st PARAGRAPH of the DECLARATION. Said modification, to be made on Page 1 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

This Declaration of Restrictions, Covenants and Easements for Villas of Tuscany Macedonia Land Development, Ltd. is made and entered into the day and year set forth above the signature line below by MACEDONIA LAND DEVELOPMENT, LTD., an Ohio Limited Liability Company, which with its successors and assigns is herein called "Declarant".

MODIFY the WHEREAS CLAUSE on the 1st PAGE of the DECLARATION. Said modification, to be made on Page 1 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

WHEREAS, Declarant ~~is the owner of~~ conveyed to the Villas of Tuscany Homeowners Association certain real property situated in the City of Macedonia, County of Summit and State of Ohio, which is more fully described on Exhibit A, which is attached hereto and incorporated herein by reference, and which is set forth and subdivided on the plat for Villas of Tuscany, recorded in Plat 54330795, of the Record of Plats of Summit County, Ohio (herein called the "Property").

MODIFY THE NOW, THEREFORE, CLAUSE on the 1st PAGE of the DECLARATION. Said modification, to be made on Page 1 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

~~NOW, THEREFORE, Declarant does hereby certify and declare that it has established, and does establish hereby, (a) a~~



general and uniform plan for the improvement, development, ownership, use, maintenance and sale of the Property, and (b) the manner, provisions, conditions, easements, restrictions and covenants upon and subject to which the Property shall be used, improved, occupied, owned, maintained, sold and conveyed. ~~Declarant hereby further declares that the~~ The Property shall be used, improved, occupied, owned, maintained, sold and conveyed perpetually ~~(except as provided below)~~ subject to the provisions, conditions, easements, restrictions and covenants set forth herein, all of which are, and each of them is, impressed and imposed upon each and every part of Property and shall run with the land and all of which shall apply to, be binding upon and inure to the benefit of ~~Declarant,~~ and any person who may hereafter become the owner of any interest in the Property or any part thereof, including, but not limited to, any mortgagees having any lien upon all or any portion of the Property. Acceptance of a deed for all or any portion or any interest in the Property or acceptance of any interest in all or any portion of the Property shall constitute the recipient's acceptance of and covenant to be bound by and to perform all of the provisions hereof, including, but not limited to, the right of the ~~Developer and Association~~ to create and impose a lien on the interest in the Property so acquired and to enforce it, as provided below, whether or not the provisions hereof are expressly set forth in or are referred to in any deed or other instrument.

MODIFY DECLARATION ARTICLE I, SECTION 1(c) entitled, "Declaration." Said modification, to be made on Page 2 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

(c) "Declaration" shall mean this Declaration of Restrictions, Covenants and Easements for Villas of Tuscany Macedonia Land Development, Ltd. and any and all amendments thereto.

MODIFY DECLARATION ARTICLE I, SECTION 1(d) entitled, "Developer." Said modification, to be made on Page 2 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, and as amended at Instrument No. 54558836, is as follows (deleted language is crossed-out):



(d) "Developer" shall mean and refer to the single party, being initially Declarant ~~and its successors and assigns and any other individual or entity, including Hudson Builders, Ltd. (which or who acquire(s) for purposes of development or resale of all or any of the Lots), provided that if two or more entities fall within the definition of Developer only one, as designated by Declarant or a successor Developer, shall be the Developer, as defined herein.~~

MODIFY DECLARATION ARTICLE I, SECTION 1(f) entitled, "Owner." Said modification, to be made on Page 2 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(f) "Owner" shall mean and refer to any and all owner or owners of record, whether an individual or an entity, of a fee or undivided fee simple title to any Lot at any time during the term of this Declaration but shall not mean or refer to ~~the Developer or a mortgagee unless and until such mortgagee has acquired such title pursuant to foreclosure or by deed or any proceeding in lieu of foreclosure.~~

MODIFY DECLARATION ARTICLE I, SECTION 1(g) entitled, "Member." Said modification, to be made on Page 2 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(g) "Member" shall mean ~~the Developer and all these Owners or others who are Members of the Association as provided herein.~~

MODIFY DECLARATION ARTICLE II, SECTION 1 entitled, "Property Subject to the Declaration." Said modification, to be made on Page 2 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 1. Property Subject to the Declaration. The property subject to the Declaration is the Property and any additional real property added thereto pursuant to Section 2 of this Article; ~~provided, however, that the Developer reserves the right with~~



~~respect to those areas of land as the Developer may choose in any real property added pursuant to said Section 2, to build thereon such single family cluster housing and is consistent with the Declaration and to impose thereon such additional, complementary or modified easements, covenants and restrictions as may be necessary or desirable to reflect the different character of such areas and the structures built thereon and as are not materially inconsistent with the scheme of this Declaration.~~

MODIFY the 1st SENTENCE in DECLARATION ARTICLE II, SECTION 2(a). Said modification, to be made on Page 3 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

~~Additional real property, may, upon approval by the Developer prior to conveyance of the Common Properties to the Association and thereafter by the Association, become subject to this Declaration, provided that any such proposed addition is adjacent to the Property (or to any property added thereto in accordance with this Article II).~~

DELETE DECLARATION ARTICLE II, SECTION 2(d) in its entirety. Said deletion to be taken from Page 3 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796.

MODIFY DECLARATION ARTICLE III, SECTION 1 entitled, "**Members.**" Said modification, to be made on Pages 3-4 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 1. **Members.** Every Owner automatically shall be a Member of the Association for so long as the individual or entity is an Owner, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member; in such case the holder of the equitable interest shall be the Owner. ~~The Developer shall be a Member until it has conveyed every Lot owned by it to an Owner (who or which is not a successor Developer).~~ No one may be a Member except Owners, and the membership may not be severed or partitioned from the ownership interest in a Lot.



MODIFY DECLARATION ARTICLE III, SECTION 2 entitled, "Voting Rights." Said modification, to be made on Page 4 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 2. Voting Rights. Each Member (~~except the Developer~~) shall be entitled to one vote for each Lot. If a Lot is owned by more than one owner, the owners shall not be entitled to more than one vote with respect to any such Lot. ~~The Developer shall have four votes for each Lot, owned by Developer and Developer will transfer to Owner one vote for each Lot it has transferred, and the Developer will maintain three votes for each transferred Lot. It is the intent of this Declaration to give control of the Association to the Developer until the Developer has transferred its last Lot. Notwithstanding any provision of this Declaration to the contrary, the Developer shall be deemed to initially own Thirty-Six (36) Lots and shall have four (4) votes for each of said Lots (regardless of whether or not said Lots have been created) which number will only be reduced by one for each Lot transferred (while Developer maintains 3 votes for each transferred Lot.) after Developer transfers the last Lot sold to an Owner (who or which is not a successor Developer).~~

MODIFY the LAST SENTENCE in DECLARATION ARTICLE IV, SECTION 1(b) entitled, "Exclusive Lot access." Said modification, to be made on Page 4 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

The use will be to the exclusion of other members and third parties, but will not exclude the Association's or Developer's right to use this area.

MODIFY DECLARATION ARTICLE IV, SECTION 1(c) entitled, "Exclusive right of enjoyment of the area adjacent to Lot." Said modification, to be made on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, and as amended at Instrument No. 54558836, is as follows (deleted language is crossed-out):

(c) Exclusive right of enjoyment of the area adjacent to Lot. Each Member and the Member's lessee and guests have an easement



of enjoyment of a limited area surrounding their Lot. This easement of enjoyment will be for the purpose of recreational use which will not interfere with any other Member's use or enjoyment of said other Member's lot or, the Association ~~or Developer~~. ...

The rear easement area will be maintained by the Association as a common element, however, any and all landscaping or other structures that are provided by the Member in addition to that landscaping provided by the association will have to be maintained by the Member and all landscaping or other structures installed by the Member must be approved by the Association ~~or Developer~~ and must be in the opinion of the Association ~~or Developer~~ consistent with the neighborhood and character of the development. It is understood and agreed by the Members that any landscaping or other structures provided by the Member, all of which must be approved by the Association ~~or Developer~~, must be maintained by the Member at its cost and any additional burden placed on the Association as a result of such landscaping or structures, including but not limited to costs for such, will be the responsibility of said Member.

The Member may place a fence around the rear easement area or as otherwise approved by the ~~Developer or the Association~~, which fence may only be black in color and consist of a wrought iron style of material. The fence and its, color, style, location, type, size, material, configuration and other characteristics are subject to approval of the ~~Developer or Association~~.

Additionally, along the side and in the front and rear as necessary, a sidewalk may be placed to access the side or rear of the Lot from the driveway, the location, size, material, configuration and other characteristics are subject to approval of the ~~Developer or Association~~.

In the rear, side and front of this area, landscape lights may be placed including along walks, subject to approval of the ~~Developer or Association~~ including the number, wattage, style, location and other characteristics.



Improvements, fixtures and any other structure that extend from the Lot into this area or separately located in this area, including for example and without limitation bay windows, air conditioners, decks, stairs, porches, or other items reasonably necessary for the enjoyment of the use of the Lot and this area may be permitted subject to any restriction and approval of the Developer or Association, or are permitted to be originally installed by the Developer. The Member will have the right to repair or replace these items.

Whether or not the use has been approved by the Developer or the Association, if the Association or Developer determines that the use of this area by the Member, including but not limited to any landscaping or other structures placed within this area, are creating a negative or adverse impact on the neighboring lots, common element, or the development the Association or Developer shall have the right to eliminate, limit or restrict the use of this easement and to determine the reasonableness of use and arbitrate any disputes or uses.

This easement is subject to right of Association and Developer over and through this easement area.

MODIFY the 1st SENTENCE in DECLARATION ARTICLE IV, SECTION 1(d) entitled, "Easement for Landscaping on the Lot." Said modification, to be made on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, and as amended at Instrument No. 54558836, is as follows (deleted language is crossed-out):

The Member's grant an easement to the Association and the Developer for the purpose of placing and maintaining landscape on the Lot, including an easement and authorization by each Owner to permit the maintaining landscaper to use the faucets and water on the lots for landscaping of the Lot and the Common Element which may be used by the adjacent Owner's as provided in Article IV Section I(c).

MODIFY DECLARATION ARTICLE IV, SECTION 1(e) entitled, "Easement for Stairs Connected to Decks or Patios." Said modification, to be made on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796,

and as added by Instrument No. 54558836, is as follows (deleted language is crossed-out):

(e) **Easement for Stairs Connected to Decks or Patios.** Each Member has the right to construct stairs to be attached to a deck or patio, which deck or patio is located within the Member's Lot. The deck stairs or patio stairs are permitted to be placed in the common element as reasonably necessary to access said deck or patio, except such easement for such stairs may not extend beyond a reasonable distance from the Owner's Lot and decks and patios may only be placed at the rear of the home, subject to review and approval by the Developer and the Association.

DELETE DECLARATION ARTICLE IV, SECTION 2, entitled "Title to Common Properties," in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796.

INSERT a new DECLARATION ARTICLE IV, SECTION 2 entitled, "Title to Common Properties." Said new addition, to be added to Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows:

Section 2. Title to Common Properties. The Association will retain the legal title to the Common Properties.

MODIFY DECLARATION ARTICLE IV, SECTION 3(a). Said modification, to be made on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(a) The right of the ~~Developer and the Association~~ to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage them; in the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and



MODIFY DECLARATION ARTICLE IV, SECTION 3(b). Said modification, to be made on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(b) ~~The right of the Association and Developer to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and~~

MODIFY DECLARATION ARTICLE IV, SECTION 3(c). Said modification, to be made on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(c) ~~The right of the Developer and Association to adopt uniform rules and regulations (as provided in Article VI) governing the use of the Common Properties, and to suspend the enjoyment rights of any Member, lessee or guest for non-payment of an assessment, during any period such assessment remains in default, or for any infraction of such rules and regulations; and~~

MODIFY DECLARATION ARTICLE IV, SECTION 3(d). Said modification, to be made on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(d) ~~The right of the Developer and Association to dedicate or convey all or any part of the Common Properties to any municipality or any public agency, authority or utility, and to construct improvements for any lawful purposes, all subject to such terms and conditions as may be determined at a meeting of the Members by the vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association (with respect to actions of the Association) and to such terms and conditions as the Developer determines (with respect to the Developer's actions).~~

MODIFY DECLARATION ARTICLE IV, SECTION 4, entitled "Encroachment Easements." Said modification, to be made on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 4. Encroachment Easements. Every Owner and the Developer and the Association are hereby granted in perpetuity, except as limited herein or by law, the following easements for the benefit of and to be binding upon all of the foregoing and their respective heirs, successors and assigns, which easements shall be non-exclusive:

MODIFY DECLARATION ARTICLE IV, SECTION 4(b). Said modification, to be made on Page 6 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(b) Easements into and through each Lot for the benefit of the Association and the Developer and all the Owners, individually...

MODIFY DECLARATION ARTICLE IV, SECTION 5, entitled "Easements for Benefit of Additional Land." Said modification, to be made on Page 7 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

Section 5. Easements for Benefit of Additional Land. ~~Developer hereby reserves and grants~~ A perpetual easement is reserved and granted for the benefit of every owner, lessee and occupant and every invitee and licensee of the foregoing ~~a perpetual easement~~ appurtenant to all of the land described on Exhibit B under, on, over and across all of the Common Properties for purposes of ingress and egress by any and all vehicles, animals and pedestrians and for the installation, use, maintenance, relocation and repair of all utility pipes, lines, wires and other delivery equipment and appliances. The beneficiaries of this easement shall repair any and all damage arising due to the exercise of any rights under this easement.

MODIFY DECLARATION ARTICLE V, SECTION 1, entitled "Creation of Liens and Personal Obligations of Assessments." Said modification, to be made on Page 7 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, and as amended at Instrument No. 54558836, is as follows (deleted language is crossed-out):

Section 1. Creation of Lien and Personal Obligations of Assessments. ...Each such assessment shall be in the same amount



~~for each Lot provided, however, that, if a Lot is conveyed by the Developer to the Owner (hereinafter the "Initial Conveyance") after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of days remaining in the year of Initial Conveyance and the denominator of which is three hundred sixty-five (365), unless said annual assessment is levied for a period of less than one year, in which case the denominator shall be the total number of days in the period for which the assessment is levied. ... The annual assessment for the first 27 Lots sold to Owners will be fixed at \$130.00 per month for the year 2000 and may be increased annually by the Developer, however, such increase will not exceed 10% increase per year ("Initial Assessment"). The Developer will pay the difference between the total Initial Assessment collected and actual costs for operation and maintenance as provided above for the Initial Assessment period. The Initial Assessment will be in effect until January 1, 2004 or until 28 Lots are transferred by the Developer, whichever occurs first, at which time the annual assessment will be recalculated and determined as provided in this paragraph without any contribution by the Developer. Until January 1, 2004, no funds will be collected to contribute to a reserve fund as provided above. The Initial Assessment and regular Assessment charge will not include extraordinary costs incurred by the Association as a result of excessive garbage, utilities or other use or negligent conduct by any individual Lot Owner, in such case of excessive use the additional charges over and above the regular charges will be charged to the Owner and immediately due and payable the same as an assessment payment. ...~~

MODIFY DECLARATION ARTICLE VI, SECTION 1 entitled, "Land Use." Said modification, to be made on Pages 8-9 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 1. Land Use. Each Lot shall be used only for private, single family, residential purposes, and only one single family residence, with garage attached, shall be constructed or erected on any Lot, ~~provided, however, that the Developer or other~~



~~party, authorized by Developer, may construct upon, occupy, and use any Lot for a model home or sales or construction office and for storage of construction materials. After a structure containing only a residence for a single family is erected on a Lot, said structure may not be altered or converted into a multi-family residence.~~

MODIFY DECLARATION ARTICLE VI, SECTION 2 entitled, "Architectural Control." Said modification, to be made on Page 9 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 2. Architectural Control. No building, structure, improvement, or a fixture or any fixture or item intended to be attached to or incorporated on the exterior of any existing building, structure, improvement or fixture, shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon any Lot unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography and the general plan by the Developer ~~(while the Developer is a Member) and thereafter by the Association.~~ The general plan shall be the construction of homes with plans and specifications substantially similar to those on file at Developer's principal place of business. ~~After residences have been constructed on any of the Lots, the plans and specifications referred to in the preceding sentence shall be substantially similar as well to the then existing residences.~~ Unless approved or disapproved by the Developer ~~(while the Developer is a Member) and thereafter by the Association,~~ within sixty (60) days after submission, any proposal shall be deemed to be rejected.

MODIFY DECLARATION ARTICLE VI, SECTION 3 entitled, "Out-Building; Temporary Structures." Said modification, to be made on Page 9 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 3. Out-Building; Temporary Structures. No out-building shall be built or maintained on any Lot prior to or during or after the erection of the principal structure thereon. No basement,



garage or out building shall at any time be used as a residence, temporarily or permanently, nor shall any residence whatsoever of a temporary character be permitted. ~~Notwithstanding any contrary provision herein, the Declarant or other party, performing work directly associated with the development of any portion of the Property, may, subject to all applicable laws, erect or place and maintain a structure(s) or trailer(s), on properties owned by the party for use in connection with the development of the Property, including, but not limited to structures used or to be used as a storage facility, construction office, sales office, sanitary facility or fabricating facility. Said structure(s) or trailer(s) shall be removed within a reasonable time after the party, who or which has erected it, has completed all its work on the Property.~~

MODIFY DECLARATION ARTICLE VI, SECTION 4(a). Said modification, to be made on Page 9 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

(a) No nuisance, flag, sign, marking, symbols, billboard or advertising device or activity shall be built, placed, conducted, permitted or suffered to remain or continue upon any Lot [except for "for rent" or "for sale" ~~(provided, however, that no "for sale" or "for rent" signs may be erected while Developer is offering for sale any Lots or any portion of land described in Exhibit B)~~ or political campaign signs no larger than three (3) feet by three (3) feet or an Ohio or American flag not larger than four (4) feet by five (5) feet].

MODIFY the LAST SENTENCE in DECLARATION ARTICLE VI, SECTION 5 entitled, "Maintenance." Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, and as amended at Instrument No. 54558836, is as follows (deleted language is crossed-out):

Notwithstanding any provision of this Declaration to the contrary, no Owner ~~(except the Developer)~~ may paint or otherwise decorate or cause to be painted or otherwise decorate any exterior portion of any building or structure located on the Owner's Lot, without approval of the Association.



MODIFY DECLARATION ARTICLE VI, SECTION 6 entitled, "Storage and Parking of Vehicles." Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Section 6. Storage and Parking of Vehicles. No commercial vehicle, truck, trailer, mobile home, recreational vehicle or trailer (either with or without wheels) shall be stored or kept within the Property, ~~except by the Declarant or any other developer of any portion of the Property in connection with the development of the same.~~ Private automobiles shall be stored in the garage attached to the residence or parked on paved driveway. No boat shall be stored on any Lot except in an attached garage.

MODIFY the 1st SENTENCE in DECLARATION ARTICLE VI, SECTION 7 entitled, "Garbage and Refuse Disposal." Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, and as amended at Instrument No. 54558836, is as follows (deleted language is crossed-out):

No portion of the Common Properties and no Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other discarded or waste material, ~~except by the Declarant or any other developer of any portion of the Properties in connection with the development of the same.~~

MODIFY DECLARATION ARTICLE VI, SECTION 8 entitled, "Insurance." Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, and as amended at Instrument No. 54558836, is as follows (deleted language is crossed-out):

Section 8. Insurance. The Board of Directors shall choose an insurance company, licensed to do business in Ohio with a Best Insurance Rating of A- or better for fire and extended coverage and public liability insurance ~~and shall name the Developer as additional insured.~~ Each Owner shall obtain, immediately upon acquiring an interest in any Lot, fire and extended coverage insurance for no less than the full insurable value of all buildings and structures located on the Owner's Lot, public liability insurance for an amount not less than a combined single liability limit of Three Hundred Thousand



Dollars (\$300,000.00), and upon the contents of any building or structure located on the Lot with a coverage amount determined by the Owner. ~~The Association shall provide evidence to the Developer that such insurance is in force and is being maintained and each such policy shall contain a provision that it shall not be canceled without at least ten (10) days written notice to the Developer. If the Association or Owner fails to maintain such insurance, the Association, on behalf of the Owner or Developer on behalf of the Association may do so.~~

DELETE DECLARATION ARTICLE VI, SECTION 9(d) in its entirety. Said deletion to be taken from Page 12 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796.

MODIFY DECLARATION ARTICLE VII(a). Said modification, to be made on Page 13 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Each provision of these Covenants and Restrictions shall be a separate covenant, and the holding of any covenant invalid for any cause shall not affect the validity of any other. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provisions. Said provisions shall remain in force perpetually until they are terminated or changed by consent thereto in writing, signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate, by the owners of sixty-five percent (65%) or more of all the Lots subject to such provisions, excluding all mortgagees and lienholders and purchasers under executory contracts; provided that they may not be terminated prior to December 31, 2025, ~~and provided, however, that the Developer hereby reserves the exclusive right at any time and from time to time until December 31, 2010, to modify, change, alter, add to or rescind any provision of the covenants and restrictions, but not the easements or the general plan for construction of residences set forth herein, by executing an instrument in writing which sets forth any such modification, change, alteration, addition or rescission, or any combination of such actions, and by filing of record said instrument in the Summit County, Ohio, Records; provided further, however, that any such modification, change, alteration, addition or rescission shall~~

~~be made only if in the judgment of the Developer, the development or lack of development of the Property requires such modification, change, alteration, addition or rescission or if in the judgment of the Developer the purposes of the general plan of development will be better served by such action.~~

MODIFY DECLARATION ARTICLE VIII, SECTION 2 entitled, "Enforcement." Said modification, to be made on Pages 13-14 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

Section 2. Enforcement. ~~The Developer, any Any Owner,~~ the Association, and the City of Macedonia may enforce the provisions of these Restrictions by injunction, and all Owners acknowledge that the failure to enforce any provision of this Declaration will result in irreparable harm and that there will be no adequate remedy at law, except with respect to the levying and collection of assessments.

This Declaration shall run with the land and shall be binding upon ~~Declarant and its successors and assigns~~ and all other owners of any part of said real property, together with their grantee, successors, heirs, executors, administrators, or assigns, and that the City of Macedonia shall be a beneficiary of this Declaration and may compel compliance as hereafter appears.

MODIFY the 1st SENTENCE in DECLARATION ARTICLE VIII, SECTION 3 entitled, "Indemnity." Said modification, to be made on Page 14 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out):

Each Owner shall indemnify, defend and hold ~~the Developer,~~ all other Owners and the Association harmless from and against any and all actions, causes of action, claims, demands, liabilities, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) arising, directly or indirectly, as a result of any breach of any provision of this Declaration by the Owner or any failure of the Owner to satisfy any obligation under this Declaration or as a result of any damage arising, directly or



indirectly, by any act or omission of the Owner or any party occupying or located upon the Lot owned by the Owner or the condition or existence of anything on the Lot owned by the Owner.

MODIFY DECLARATION ARTICLE VIII, SECTION 4(a) entitled, "Disputes." Said modification, to be made on Page 14 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

(a) Disputes. Disputes between the Association, ~~any Member, and the Members and the Developer or any of them~~ relating to this Declaration, will be first through the Association, then through arbitration.

MODIFY the 1st SENTENCE in DECLARATION ARTICLE VIII, SECTION 4(b) entitled, "Matters Subject to Dispute Resolution." Said modification, to be made on Page 14 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows (deleted language is crossed-out; new language is underlined):

In the event of claims, disputes and other matters in question between the Association, ~~any Member, and the Members or the Developer or any of them arising out of~~, or relating to the Declaration, the parties will attempt in good faith to resolve any such claim or dispute through the Association.

MODIFY BYLAWS ARTICLE I, SECTION 3 entitled, "Voting Rights." Said modification, to be made on Page 1 of the Bylaws, is as follows (deleted language is crossed-out):

Section 3. Voting Rights. Each member shall be entitled to one vote ~~except that Macedonia Land Development, Ltd., an Ohio Limited Liability Company, and any successor developer (as defined in said Restrictions) shall have four votes per Lot.~~ If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each shall be entitled to exercise such proportion of the voting power for such Lot as shall be equivalent to such person's proportionate interest in the Lot; provided that the



fiduciary has submitted evidence satisfactory to the Association of the fiduciary status.

MODIFY the 3rd SENTENCE in BYLAWS ARTICLE V, SECTION 1 entitled, "Preparation of Estimated Budget." Said modification, to be made on Page 7 of the Bylaws, is as follows (deleted language is crossed-out):

~~Said assessment shall be assessed to the Owners according to each Owner's votes in the Association, except for the Developer (as defined in the Restrictions) which shall be deemed to have one vote for this purpose only.~~

MODIFY the 3rd SENTENCE in BYLAWS ARTICLE V, SECTION 5 entitled, "Annual Audit." Said modification, to be made on Page 8 of the Bylaws, is as follows (deleted language is crossed-out):

~~In addition, and at any time requested by a majority of the Unit Owners or by Developer, the Board shall cause an additional audit to be made.~~

Any conflict between these provisions and any other provisions of the Declaration or Bylaws will be interpreted in favor of this amendment deleting certain references to the Declarant and the developer. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in a court of common pleas within one year of the recording of this amendment.

AMENDMENT B

INSERT a new PARAGRAPH to DECLARATION ARTICLE VIII, SECTION 1 entitled, "Notices." Said new addition, to be added to Page 13 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows:

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future:

(1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(a) An electronic mail or other electronic transmission to a Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail to the Owner's Lot or last known address, by hand delivery to the Owner, or by leaving the notice under or attached to the front door of the Owner's Lot.

(b) Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Owner, by leaving the notice under or attached to the front door of the Owner's Lot, or regular mail to the Owner's Lot or last known address.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and



Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this 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 this amendment.

The Villas of Tuscany Homeowners Association, Inc. has caused the execution of this instrument this 20th day of April, 2018.

VILLAS OF TUSCANY HOMEOWNERS ASSOCIATION, INC.

By: Karl Liebenauer
KARL LIEBENAUER, its President

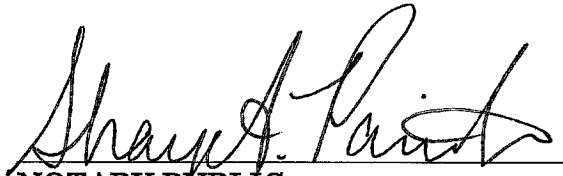
By: Carl Sorboro
CARL SORBORO, its Treasurer



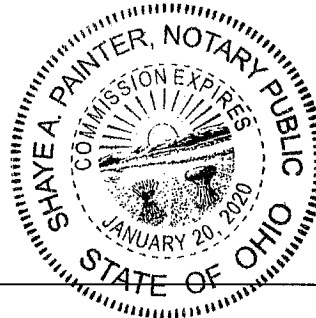
STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas of Tuscany Homeowners Association, Inc., by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument, on Page 23 of 24, 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.

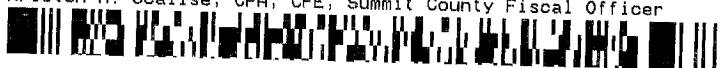
I have set my hand and official seal in Hudson, Ohio, this 20th day of April, 2018.


NOTARY PUBLIC

Place notary stamp/seal here:



3 /
This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com



CODE OF REGULATIONS OF
THE VILLAS OF TUSCANY CLUSTER HOMEOWNERS ASSOCIATION

The following Code of Regulations are hereby adopted by the Incorporator and initial member of the Villas of Tuscany Homeowners Association, effective on the date hereof.

ARTICLE I
The Association

Section 1. Name and Nature of Association. The name of the Association is the "Villas of Tuscany Cluster Homeowners Association".

Section 2. Membership. Each Owner of a Lot in the Villas of Tuscany Cluster No. 1 and any additions thereto as provided in the restrictions (herein called the "Restrictions") for said Allotment, recorded in _____ of Summit County, Ohio, Official Records, shall become a member of the Association, automatically, on the date title to the Lot transfers to the Owner. Such membership shall terminate upon the sale or the disposition of such Lot by the Owner, at which time the new Owner shall automatically become a member of the Association.

Section 3. Voting Rights. Each member shall be entitled to one vote except that Macedonia Land Development, Ltd., an Ohio Limited Liability Company, and any successor developer (as defined in said Restrictions) shall have four votes per Lot. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each shall be entitled to exercise such proportion of the voting power for such Lot as shall be equivalent to such person's proportionate interest in the Lot; provided that the fiduciary has submitted evidence satisfactory to the Association of the fiduciary status.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members.

(a) Annual Meetings. Annual meetings of the members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place as may be designated by the Board and



specified in the notice of such meeting, at such time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of the Association's members shall be held the last Sunday of January of each year or at such other time as designated by the Board.

(c) Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice President of the Association authorized to exercise the authority of the President, or of the Board by action at a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

(d) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the Association which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting shall be deemed to be a waiver by him of notice of such meeting.

(e) Quorum: Adjournment. At any meeting of the members of the Association, the members of the Association who are entitled to exercise more than fifty percent (50%) of the voting power present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by this Code to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Action Without a Meeting. All actions, except removal of a Board member, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writing shall be filed with the Secretary of the Association.



ARTICLE II
Board of Managers

Section 1. Number and Qualification. The Board shall consist of three (3) persons. All such persons shall be Owners, or in the case of a corporate owner, it shall be the chief executive officer of such corporation, or in the case of a partnership owner, a general partner of such partnership, or in the case of a fiduciary owner, a trust officer or other officer of such fiduciary or the fiduciary himself. Any Board member who ceases to be associated in one of the enumerated capacities with the Owner designating such member, shall be deemed to have resigned as of the date such association ceases. Board members shall receive no compensation.

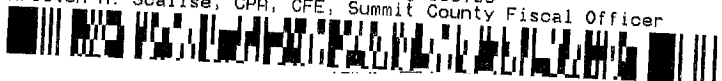
Section 2. Election of Board: Vacancies. Board members shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. At a meeting of members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving votes representing the greatest percentage of voting power in the Association shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members may act on behalf of the Board until the vacancy or vacancies have been filled at a special meeting called for that purpose by the Owners.

Section 3. Term of Office: Resignation. Except for the initial Board Members, each Board member shall hold office for 3 years, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. The initial Board Members elected will have respective terms of 1 year, 2 years and 3 years, as a result 1 member will have a 1 year term, 1 member will have a 2 year term and 1 member will have a 3 year term. The purpose of the initial term limits is to allow board members terms to be staggered. The initial Board members' terms will be determined by each Board member drawing numbers from a hat which hat will contain 3 pieces of paper with numbers 1-3. The initial term for the Board member will be the term selected by that member.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year.

Section 6. Special Meeting. Special meetings of the Board may be held at any time upon call by the President or any two (2) Board members. Written notice of the time and place of each



such meeting shall be given to each Board member either by personal delivery or by mail, telegram, telecopier, or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum: Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office except that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and ON business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Restrictions, or this Code of Regulations, all power and authority of the Association shall be exercised by the Board. The Board shall be responsible for maintenance, repair and replacement of the Common Properties and other responsibilities described in the Restrictions or this Code of Regulations. In carrying out the purposes of the Restrictions and subject to the limitations prescribed by law, the Restrictions or this Code of Regulations, for and on behalf of the Association, may:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;
- (b) Make contracts;
- (c) Borrow money and issue, sell and pledge notes, bonds and other evidence of indebtedness of the Association;
- (d) Levy assessments against Owners;
- (e) Collect the charges for common expenses and assessments from the Owners;
- (f) Employ and fix reasonable compensation for a managing agent to perform such duties and services as the Board may authorize;
- (g) Employ and fix reasonable compensation for personnel necessary for the maintenance and operation of the Common Properties;



(h) Employ and fix reasonable compensation for lawyers and accountants to perform such legal and accounting services as the Board may authorize;

(i) Pay taxes; and

(j) Do all things permitted by law and exercise all power and authority with the purposes stated in this Code of Regulations or the Restrictions or incidental thereto.

Notwithstanding any provision of this Code of Regulations to the contrary, the Board may take no action which is not within the power of the Association as provided in Article IV.

Section 9. Action Without a Meeting. All actions, which may be taken at a meeting of the Board, may be taken without a meeting with the approval of, and in a writing or writings signed by, the Board members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writing shall be filed with the Secretary of the Association.

Section 10. Removal of Members of Board. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 11. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such Bonds shall be paid by the Association.

ARTICLE III Officers

Section 1. Election and Designation of Officers. The Board shall elect a President, Vice-President and Secretary-Treasurer. The officers shall be Members of the Association or officers, employees or partners of a Member.

Section 2. Term of Office: Vacancies. The officers of the Association shall hold office until the next organizational meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.



Section 3. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of members of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association, shall perform such other duties as may be determined by the Board or otherwise be provided for in the Restrictions or in this Code of Regulations.

Section 4. Vice-President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board. The authority of the Vice President, when acting for the President, to sign in the name of the Association all contracts, notes and other instruments shall be coordinated with like authority of the President.

Section 5. Secretary-Treasurer. The offices and duties of Secretary and Treasurer shall be held and performed by one person.

(a) In the Secretary/Treasurer's capacity as Secretary, the Secretary/Treasurer shall keep the minutes of meetings of the members of the Association and of the Board and shall make proper record of the same which shall be attested by the Secretary/Treasurer. The Secretary/Treasurer shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Restrictions or this Code of Regulations, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Restrictions or in this Code of Regulations.

(b) In the Secretary/Treasurer's capacity as Treasurer, the Secretary/Treasurer shall receive and have custody of all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. The Secretary/Treasurer shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board and by any Owner as provided in Article V, Section 3, and shall have such authority and shall perform such other duties as may be determined by the Board.

ARTICLE IV

General Powers of the Association

Section 1. General Authority. The Association shall have such power and authority as is set forth in the Restrictions and as otherwise provided in this Code of Regulations, provided, however, that the Association shall have the power and authority to take action with respect to the acquisition, construction, management, maintenance and use of the Common Properties and other property only to the extent that it is used and intended to be used for the common benefit of the Owners.



Section 2. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and Officers, from delegating in accordance with the Declaration to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities, subject to limitations and requirements imposed by the Declaration.

ARTICLE V
Finances of Association

Section 1. Preparation of Estimated Budget. Each year on or before the annual meeting, but not later than November 30, the Association or its Accountant or Bookkeeper shall estimate the total amount necessary to pay all the expenses of the Association for the next calendar year together with an amount necessary for an adequate reserve for contingencies and the maintenance, repair and replacement of the Common Properties and the portions of the buildings and structures located on the Lots which are the responsibility of the Association. The Association shall on or before December 15th, notify each Owner in writing as to the amount of such assessment (which amount may vary from the estimate due to the action of the Owners at the annual meeting), with reasonable itemization thereof. Said assessment shall be assessed to the Owners according to each Owner's votes in the Association, except for the Developer (as defined in the Restrictions) which shall be deemed to have one vote for this purpose only. On or before the second business day after January 1 of the ensuing year, and the first day each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12th) of the assessment made pursuant to this Section. On or before the date of each annual meeting, the Association shall supply to all Unit Owners an itemized accounting of the expenses of the Association for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's Votes as a member of the Association to the next monthly installment due from Owners under the current year's estimate, until exhausted and any net shortage shall be added according to each Owner's votes as a member of the Association to the installment due in the succeeding three (3) months after rendering the account.

Section 2. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to a Owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Owner's proportionate share of the expenses of the Association and reserves as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay an assessment at the existing monthly rate established for the previous period until the monthly payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.



Section 3. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or the Owner's representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 4. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefits and account of all the Owners in proportion to each Owner's votes as a member of the Association.

Section 5. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be made by a Certified Public Accountant. In addition, and at any time requested by a majority of the Unit Owners or by Developer, the Board shall cause an additional audit to be made.

Section 6. Common Profits. The Association may, if a majority of the members elect, disburse to the Owners, in proportion to their votes as members of the Association, funds in the custody of the Association which are not reasonably necessary for the activities of the Association. Distributions to Owners shall be reduced by the amount of any unpaid assessments due and payable on the date of the disbursement by the Owner to the Association.

Section 7. Professionals and Assistants: The Association may hire professionals and assistants in carrying out its obligations under this Article V.

ARTICLE VI
General Provisions

Section 1. Indemnification of Board Members and Officers. Each Board member and officer of the Association, and each former Board member and officer of the Association, shall be indemnified by the Association against the costs and expenses of any pending or threatened action, suit or proceeding, criminal or civil, to which the Board member is or may be made a party by reason of the board member's being or having been such Board member or officer of the Association (whether or not the Board member is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which the Board member shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of the Board member's duty as such Board member or officer. In case of the settlement



of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a part or which may be threatened to be brought against the Board member by reason of the Board member's being or having been a Board member or officer of the Association, the Board member shall be indemnified by the Association against the costs and expenses (including, without limitation, the cost of settlement) reasonably incurred by the Board member in connection with such action, suit or proceeding (whether or not the Board member is a Board member or officer at the time of incurring such costs and expenses), if:

(a) The Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of the Board member's duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement; or

(b) Disinterested Association members entitled to exercise a majority of the voting power shall, by vote at an annual or special meeting of the Association, approve such settlement and the expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer.

The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights which any Board member or officer may be entitled as a matter of law or under the declaration, any vote of Association members of any agreement. Notwithstanding the foregoing to the contrary, this Section shall not apply to any action, suit or proceeding brought by the Association against any Board member or officer.

Section 2. Amendments. The provisions of this Code of Regulations may be amended in accordance with the laws of corporations of Ohio.

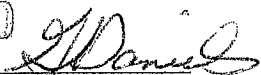
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AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR
VILLAS OF TUSCANY

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR VILLAS OF TUSCANY RECORDED AT INSTRUMENT NO. 54330796, OF THE SUMMIT COUNTY RECORDS.

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

DATED: 3-8-2007

BY: JOHN A. DONOFRIO 
FISCAL OFFICER



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CONDO 56.00



AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR
VILLAS OF TUSCANY

WHEREAS, the Declaration of Restrictions, Covenants and Easements for Villas of Tuscany (the "Declaration") was recorded at Summit County Records Instrument No. 54330796, and

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

WHEREAS, Article VII(a) of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 65% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be added (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and B signed by Owners representing 74.99% of the Association's voting power as of January 24, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 74.99% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and

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

NOW THEREFORE, the Declaration of Restrictions, Covenants and Easements for Villas of Tuscany is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE V, SECTION 6 entitled, "Cost of Collection." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows:

Section 6. Cost of Collection. An Owner, who fails to pay any assessments within ten (10) days after same have become due and payable,



John A Donofrio, Summit Fiscal Officer

shall be liable for any late charges as established by the Board and any and all costs incurred by the Association in connection with the collection of said Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new 3rd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION 2 entitled, "Enforcement." Said new addition, to be added on Page 14 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows:

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 of Regulations 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, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney 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 V, Section 1.

Any conflict between these provisions and any other provisions of the Declaration and Code of Regulations 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 within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE VI, SECTION 11 entitled, "Occupancy Restriction." Said new addition, to be added on Page 12 of the Declaration, as recorded at Summit County Records, Instrument No. 54330796, is as follows:

Section 11. 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 Lot and/or enter onto or remain in or on the property for any length of time. Any



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John A Donofrio, Summit Fiscal Officer

violation of this restriction shall subject the Owner and/or any occupant of the Lot 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 Code of Regulations 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.

IN WITNESS WHEREOF, the said Villas of Tuscany Homeowners Association, Inc. has caused the execution of this instrument this 27th day of February, 2007.

VILLAS OF TUSCANY HOMEOWNERS ASSOCIATION, INC.

By: *Lou Moliterno* 2/27/07
LOU MOLITERNO, its President

By: *Jim Bennett* 2/27/2007
JIM BENNETT, its Secretary



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John A Donofrio, Summit Fiscal Officer

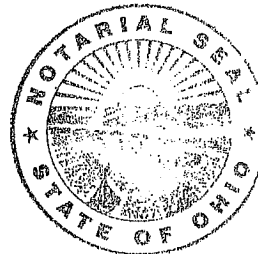
STATE OF OHIO)
)
COUNTY OF Summit)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas of Tuscany Homeowners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 5, 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 Macedonia, Ohio, this 27th day of February, 2007.

David W Kaman
NOTARY PUBLIC



DAVID W. KAMAN
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission
Has No Exp. Date
Sec. 147.03 O.R.C.

EW

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