

COPY

WOOD & McDANIEL, LLC

1101 St. Gregory, Suite 345
Cincinnati, OH 45202
Telephone (513) 936-5663
Fax (513) 936-5666

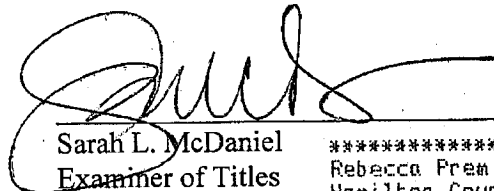
Attorneys
Frank G. Wood II
Sarah L. McDaniel

February 2, 2007

TO THE RECORDER OF HAMILTON COUNTY, OHIO

In re: First Amendment to the Declaration of Condominium Ownership

Please accept the following First Amendment to the Monte Lindo Condominium Declaration of Ownership for filing against the current certificates issued for Units 1-12, Building 4324; Units 1-12, Building 4326; Units 1-8, Building 4328; Units 1-12, Building 4330 and Units 1-12, Building 4332 of Monte Lindo Condominium pursuant to Ohio Revised Code 5309.35. A list of the current certificate numbers is attached hereto and made a part hereof.



Sarah L. McDaniel
Examiner of Titles

***** COPY *****
Rebecca Prem Groppa
Hamilton County Recorders Office
Doc #: 07-0018737 Type: AMEN
Filed: 02/06/07 01:23:01 PM \$386.00
Off.Rec.: 10466 02383 R X8 13 0
Cert #(s): 0171731 0212111
0166755 0207470
0184256 0212078
0154640 0174183
0185737 0147891
0143386 0157035
0152817 0191017
0186482 0199529
0196565 0194917
0201803 0189206
0200353 0158810
0150975 0162054
0151237 0185821

1046602383Rb

CERTIFICATE NUMBERS

✓ 204673	171731✓
✓ 123084	212111✓
✓ 150031	166755✓
✓ 137001	207470✓
✓ 207869	184256✓
✓ 193987	212078✓
✓ 179609	154640✓
✓ 113684	174183✓
✓ 135174	185737✓
✓ 204556	147891✓
✓ 143591	143386✓
✓ 160080	157035✓
✓ 155992	152817✓
✓ 166931	191017✓
✓ 188474	186482✓
✓ 180931	199529✓
✓ 199061	196565✓
214297 ✓ 196455	194917✓
201134 ✓ 193783	201803✓
169060	189206✓
✓ 155604	200353✓
✓ 183065	158810✓
✓ 208388	150975✓
✓ 206223	162054✓
✓ 183022	151237✓
✓ 190389	185821✓
212961 ✓ 180034	

**FIRST AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR MONTE LINDO CONDOMINIUM AND BY-LAWS OF
MONTE LINDO CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC. DBA
SYCAMORE MEADOWS CONDOMINIUM UNIT OWNERS' ASSOCIATION**

WHEREAS, the Declaration of Condominium Property for Monte Lindo Condominium was recorded in Official Record Book 4161, Page 498 of the Hamilton County, Ohio Recorder's Office on October 29, 1979 (hereinafter the "Declaration"), and the By-Laws of Monte Lindo Condominium Unit Owners' Association, Inc. were recorded on October 29, 1979 in Official Record Book 4161, Page 536 of the Hamilton County, Ohio Recorder's Office (hereinafter the "By-Laws");

WHEREAS, Monte Lindo Condominium Unit Owners' Association, Inc. dba Sycamore Meadows Condominium Unit Owners' Association (the "Association") is an Ohio non-profit corporation, whose members are all of the Unit Owners of Units in Monte Lindo Condominium and, as such, the Association is the representative of all Unit Owners;

WHEREAS, the Association wishes to amend the provisions of both the Declaration and the By-Laws in accordance with recent amendments to Chapter 5311 of the Ohio Revised Code effective July 20, 2004 and with the authority of O.R.C. 5311.05(E)(1) in order to "bring the Declaration in compliance" with Chapter 5311;

WHEREAS, this First Amendment has received the affirmative vote of a majority of the Board of Directors of the Association and, pursuant to O.R.C. 5311(E)(1), a vote of the Unit Owners is not necessary;

WHEREAS, this First Amendment is binding upon the properties described in Exhibit A;

NOW THEREFORE, the Declaration and By-Laws are hereby amended by the Board of Directors as follows:

1. All references in the Declaration and By-Laws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements".
2. All references in the Declaration and By-Laws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements".

3. Article IV, Section 4.4 of the Declaration is hereby deleted and the following substituted in its place:
Section 4.4. Service of Process: The person to receive service of process for the Association shall be designated by the Board. This may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation.

4. The following shall be added to the end of Article VII, Section 7.1(E) of the Declaration:

However, no Unit Owner shall be prohibited from the placement of a flagpole that is to be used for the purpose of displaying, or shall prohibit the display of, the flag of the United States on or within the Limited Common Elements of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, if the flag is displayed in accordance with any of the following:

1. The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;
2. The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);
3. Any federal law, proclamation of the President of the United States or the governor, section of the Revised Code, or local ordinance or resolution.

To the extent that the first paragraph of this Section conflicts with the second paragraph, the terms of the first paragraph shall be unenforceable.

5. The following shall be added as Section 5.5 of the Declaration:

Section 5.5 Relocation and reallocation of Units. The boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated and the undivided interests in the Common Elements appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

- A. The Owners of the adjoining Units shall submit to the Board of Directors of the Association a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not due and payable.
- B. In the application, the Owners of the adjoining Units may request a specific reallocation of their undivided interests in the Common Elements allocated to the adjoining Units.

Unless the Board of Directors finds any requested reallocation of the undivided interests in the Common Elements to be unreasonable, within thirty days after the Board receives the application,

the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

- C. Identification of the affected Units;
- D. Words of conveyance between the Owners of the Units;
- E. A specification of the undivided interests in the Common Elements, the proportionate shares of common surplus and common expenses, and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration together with both of the following:

- F. Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units;
- G. The dimensions and identifying number of each Unit that results from the relocation and reallocation.

Existing liens automatically shall attach to each Unit that results from the relocation and reallocation.

6. The following shall be added as Section 5.6 of the Declaration:

Section 5.6 Relocation and reallocation of Limited Common Elements. Rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

- A. The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.
- B. The Owners of the affected Units shall submit to the Board of Directors of the Association the amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not due and payable.

At the expense of the Owners of the affected Units, the Association shall record the submitted amendment to the Declaration.

7. Article XII, Section 12.1 of the Declaration is hereby deleted and the following substituted in its place:

Section 12.1. Abatement and Enjoinment The violation of any restriction or condition or rule of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Exhibit C, shall give the Board of Directors, in addition to the rights hereinafter set forth in this item, the right:

- A. To enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, the structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the By-Laws, or the Rules, and the Board of Directors, or its agents, shall not be thereby deemed guilty in any manner of trespass. The Association or its agents may enter a Unit without notice, in the event of an emergency or for bona fide purposes, when conditions exist that involve an imminent risk of danger or to Common Elements, another Unit, or the health or safety of the occupants of that Unit or another Unit.
- B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Violations of the covenants, conditions, or restrictions shall be grounds for the Association or any Unit Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorneys fees in both types of action. Additionally, in the event the Association expends funds for attorneys fees, litigation expenses or other costs of collection in connection with enforcing this Declaration, the By-Laws or any of the Association's rules or regulations, against any Unit Owner or a tenant, social guest or invitee of an Owner, the amount of such fees and expenses shall be a Special Individual Unit Assessment against the Unit of such Owner.
- C. Charge for Damages or Enforcement Assessment.

The Board shall have the authority to impose reasonable Enforcement Assessments for violations of the Declaration, the By-Laws, and the rules of the Association and reasonable Charges for Damage to the Common Elements or other property.

Prior to imposing a Charge for Damages or an Enforcement Assessment pursuant to this Section, the Board of Directors shall give the Unit Owner a written notice that includes all of the following:

1. A description of the property damage or violation;
2. The amount of the proposed Charge or Assessment;
3. A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Charge or Assessment;
4. A statement setting forth the procedures to request a hearing pursuant to this Section.

To request a hearing, an Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice from the Board required by this Section. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment pursuant to this Section.

If a Unit Owner requests a hearing, at least seven days prior to the hearing, the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a Charge or Assessment before holding any hearing requested pursuant to this Section.

The Unit Owners, through the Board of Directors, may allow a reasonable time to cure a violation described in this Section before imposing a Charge or Assessment.

Within thirty days following a hearing at which the Board of Directors imposes a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Unit Owner.

Any written notice that this Section requires shall be delivered to the Unit Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8. The following shall be added as Article VII, Section 7.1(Q) of the Declaration:

Q. Alteration of Limited Common Elements. Subject to rules the Board of Directors adopts pursuant to Section 5311.081(B)(5) of the Ohio Revised Code, the Board may authorize the use of Limited Common Elements, as distinguished from the Common Elements, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

9. The following shall be added as Article VII, Section 7.1(R) of the Declaration:

R. Information to be provided. Within thirty days after a Unit Owner obtains a condominium ownership interest, or within thirty days from the date of recording of this amendment, the Unit Owner shall provide the following information in writing to the Association through the Board of Directors:

1. The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit;
2. The name, business address, and business telephone number of any person who manages the Owner's Unit as an agent of that Owner.

Within thirty days after a change in any information required to be provided herein, a Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information.

10. The following shall be added as Article VIII, Section 8.13 of the Declaration:

Section 8.13 Application of Payments. The Association shall credit payments made by a Unit Owner in the following order of priority:

1. First, to interest owed to the Association;
2. Second, to administrative late fees owed to the Association;
3. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association;
4. Fourth, to the principal amount the Unit Owner owes to the Association for the Common Expenses, Charge for Damages, or Enforcement Assessment chargeable against the Unit.

11. Article VII, Section 7.1(M) of the Declaration is hereby deleted and the following substituted in its place:

M. Rental of Units. The Owners of the respective Units shall have the right to lease or rent any Unit, subject to the provisions in Article XV. In no event shall said lease or rental period be less than twelve (12) months.

The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Ohio Revised Code, to evict a tenant for non compliance with deed restrictions, the Declaration, By-Laws, or the Rules and Regulations of the Association. The action shall be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days' written notice of the intended eviction action. The costs of any eviction action brought pursuant to this Section, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special assessment against the offending Unit Owner and made a lien against that Unit.

12. The following shall be added as Article XV, Section 15.16 of the Declaration:

Section 15.16. Purchase of Real Property. The Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property with the approval of the Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and the authorization of the Board of Directors. Expenses incurred in connection with any such transaction are Common Expenses.

13. The following shall be added to Article V, Section 5.3 of the By-Laws:

The Board of Directors shall adopt and amend an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments,

provided that the amount set aside annually for reserves shall not be less than ten per cent of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association.

14. The following shall be added to Article VIII, Section 8.6 of the Declaration:

The Association has the authority to include in said lien any unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees.

15. The following shall be added to Article II, Sections 2.6 and 2.7 of the By-Laws:

A meeting of the Board of Directors may be held by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear, participate, and respond to every other member of the Board.

16. The following shall be added to Article IV, Section 4.4 of the By-Laws.

The rules and regulations may regulate the use or occupancy of Units; regulate the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by the rules affect Common Elements or other Units; adopt standards governing the type and nature of information and documents that are subject to examination and copying by Unit Owners, including the times and locations at which items may be examined or copied and any required fee for copying the information or documents; and regulate the collection of delinquent assessments and the application of payments of delinquent assessments.

17. The following shall be added to Article V, Section 5.6 of the By-Laws:

Any member of the Association may examine and copy the books, records, and minutes described in Section 5311.09(A) of the Revised Code pursuant to reasonable standards set forth in the Rules the Board promulgates, which may include, but are not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents.

The Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

- A. Information that pertains to condominium property-related personnel matters;
- B. Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters;
- C. Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

- D. Information that relates to the enforcement of the Declaration, By-Laws, or Rules of the Association against Unit Owners;
- E. Information, the disclosure of which is prohibited by state or federal law.

The Board shall mail a statement of the amount of any delinquent assessment or other outstanding charge to a Unit Owner within ten (10) days of receipt by the Board of a written request from the Unit Owner for such a statement.

18. The following shall be added as Article IV, Section 4.9 of the By-Laws:

4.9 Authority of the Board. In addition to the powers set forth above, the Association, through the Board of Directors, may exercise all powers of the Association, including the power to do the following:

- A. Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;
- B. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- C. Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- D. Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- E. Cause additional improvements to be made as part of the Common Elements;
- F. Purchase, encumber, and convey Units, and, subject to any restrictions in the Declaration or By-Laws and with the approvals required by Section 15.16, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are Common Expenses.
- G. Acquire, encumber, and convey or otherwise transfer personal property;
- H. Hold in the name of the Association the real property and personal property acquired pursuant to Sections 4.9(F) and 4.9(G);
- I. Grant easements, leases, licenses, and concessions through or over the Common Elements;
- J. Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

- K. Impose interest and administrative late charges for the late payment of assessments; impose returned check charges; and impose Enforcement Assessments for violations of the Declaration, the By-Laws, and the Rules of the Association and reasonable Charges for Damage to the Common Elements or other property;
- L. Suspend the voting privileges and/or right of the occupants to use the recreational facilities of a Unit Owner who is delinquent in the payment of assessments for more than thirty (30) days.
- M. Impose reasonable charges upon the Unit Owner for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- N. Purchase insurance and fidelity bonds the Directors consider appropriate or necessary;
- O. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
- P. If the Board determines at any time that the Association has collected a Common Surplus at the end of any fiscal year, apply such amount toward reserves; and
- Q. Exercise powers that are:
 - (i) Conferred by the Declaration or the By-Laws of the Association or the Board of Directors;
 - (ii) Permitted to be exercised in this state by a not-for-profit corporation; or
 - (iii) Necessary and proper for the government and operation of the Association.

PRESIDENT'S AFFIDAVIT

Now comes Carolyn E. Hinkle, President of Monte Lindo Condominium Unit Owners' Association, Inc. dba Sycamore Meadows Condominium Unit Owners' Association, an Ohio non-profit corporation, and hereby states as follows:

1. I am the duly elected President of Monte Lindo Condominium Unit Owners' Association, Inc. dba Sycamore Meadows Condominium Unit Owners' Association, an Ohio non-profit corporation.
2. I certify that on November 14 2006, a majority of the Board of Directors voted affirmatively to adopt the preceding First Amendment.

By: Carolyn E. Hinkle
Its: President

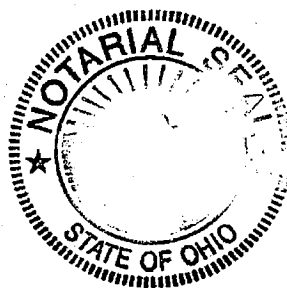
STATE OF OHIO

COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 14th day of November, 2006 by Carolyn E. Hinkle, President of Monte Lindo Condominium Unit Owners' Association, Inc. dba Sycamore Meadows Condominium Unit Owners' Association, an Ohio non-profit corporation, by and on behalf of the Association.

Katherine P. Smith
NOTARY PUBLIC

This Instrument Prepared by:
Amy Schott Ferguson, Esq.
CUNI, FERGUSON
& LEVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768



KATHERINE P. SMITH
Notary Public
In and for the State of Ohio
My Commission Expires
March 2, 2010

Exhibit A
Legal Description of all Units

Situated in Section 15, Town 4, Entire Range 1, Miami Purchase, Sycamore Township, Hamilton County, Ohio and being Building 4324, Units 1-12; Building 4326, Units 1-12; Building 4328, Units 1-8; Building 4330, Units 1-12 and Building 4332, Units 1-12 of Monte Lindo Condominium as created by the Declaration of Condominium Property Establishing a Plan for Condominium Ownership and Imposing Covenants, Conditions and Restrictions for the Project known as Monte Lindo Condominium recorded at Registered Land Deed Book 4161, Page 499 of the Hamilton County, Ohio Registered Land Records.