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John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
OF
THE ROYAL CLUSTERS AT KINGSBURY TRACE

TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

6-16-04 *JA*

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE RECORDED AT INSTRUMENT NO. 54074251 AND THE CODE OF REGULATIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 54074252 OF THE SUMMIT COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF THE ROYAL CLUSTERS AT KINGSBURY TRACE

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace (the "Declaration") and the Code of Regulations of The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. (the "Code"), attached to the Declaration, were recorded at Summit County Records Instrument No. 54074251 and Instrument No. 54074252, respectively, and

WHEREAS, The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Royal Clusters at Kingsbury Trace and as such is the representative of all Owners, and

WHEREAS, Article XVI, Section 16.12 of said Declaration authorizes amendments to the Declaration and Code Article VII, Section 6 authorizes amendments to the Code, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 83.33% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 83.33% 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 89.28% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 89.28% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions of The Royal Clusters at Kingsbury Trace is hereby amended by the following:



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AMENDMENT A

INSERT a new CODE Article III, Paragraph D entitled, "Indemnification of Trustees and Officers." Said new addition, to be added on Page 17 of the Code, as recorded at Summit County Records, Instrument No. 54074252, is as follows:

D. Indemnification of Trustees and Officers. The Association shall indemnify any Trustee or officer of the Association or any former Trustee or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Trustee or officer of the Association, provided it is determined in the manner hereinafter set forth that (i) such Trustee or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; and (ii) such Trustee or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; and (iii) in any criminal action, suit or proceeding, such Trustee or officer had no reasonable cause to believe that his/her conduct was unlawful; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

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

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

(2) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, this Code or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(e) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Trustee or officer of the Association.



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(3) Indemnification by Owners. The Trustees and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify, defend and hold harmless each of the Trustees and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or this Code. Every agreement made by any Trustee or officer of the Association shall provide that such Trustee or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as an Owner).

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

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

AMENDMENT B

DELETE DECLARATION Article VII, SECTION 7.20(b) entitled, "Owner's Right to Lease Living Unit." Said deletion is to be taken from Pages 29-30 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251.

INSERT a new DECLARATION Article VII, SECTION 7.20(b) entitled, "Owner's Right to Lease Living Unit." Said addition, to be made on Pages 29-30 of the Declaration, as recorded at Summit County Records, Instrument No. 54074251, is as follows:

(b) Owner's Right to Lease Living Unit. No Living Unit shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident Owners, subject to the following:

(1) This restriction does not apply to: A) Living Units that are occupied by the parent(s) or child(ren) of the Owners; or, B) any Owners leasing his/her Living Unit at the time of recording of this amendment with the County Fiscal Office, and who has registered his/her Living Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Owners shall continue to enjoy the privilege of leasing that Living Unit until the title to said Living Unit is transferred to a subsequent Owner.

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, the Board shall grant permission to an Owner to lease his/her Living Unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a Living Unit be rented by the Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Living Unit, in whole or in part, is also prohibited.

(4) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Code, and Rules. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Owner for violation of the Declaration, Code or the Rules. Any land contract for the sale of a Living Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of ownership of his/her Living Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on the leasing of Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity



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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 The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc. has caused the execution of this instrument this 7 day of June, 2004.

THE ROYAL CLUSTERS AT KINGSBURY TRACE
HOMEOWNERS' ASSOCIATION, INC.

By: Edee Broaddus
EDEE BROADDUS, its President

By: Susan F. Sturgeon
SUSAN F. STURGEON, its Secretary

STATE OF OHIO)
COUNTY OF Summit)

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BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Royal Clusters at Kingsbury Trace Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in akron, Ohio, this 7 day of June, 2004.

Jennifer Anderson
NOTARY PUBLIC

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

JENNIFER ANDERSON
Notary Public, State of Ohio
Recorded in Summit County
My Commission Expires March 3, 2008