

RECORDED THIS DATE  
FRANK RUSCO  
CUYAHOGA CITY RECORDER

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AMENDMENT TO THE DECLARATION OF THE  
COVENANTS, RESTRICTIONS AND EASEMENTS  
OF THE WINDS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Covenants, Restrictions and Easements for the WINDS ASSOCIATION filed in Cuyahoga County Recorder's Office in Volume 15012, Page 932 et seq., are hereby amended to read as follows:

At the end of ARTICLE V, SECTION 4, add the following two (2) paragraphs:

(a) Such assessments, annual or special, interest, late charges costs and reasonable attorney's fees involved in the collection thereof, shall be the personal obligation of the person who is the owner of such Living Unit at the time they fall due.

(b) In any action at law to enforce collection of an annual or special assessment or for foreclosure, interest, costs and reasonable attorney's fees of such action shall be added to the amount of any such assessments, to the extent permitted by Ohio law. Any and all costs of enforcement proceedings as described

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ORDER ACCOM 5682

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THE WINDS ASSOCIATION  
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herein, including attorney's fees, shall constitute an assessment against the unit owned or occupied by the person or persons against whom such enforcement is sought.

The within Amendment has been executed by the President of the WINDS ASSOCIATION, Jean Stay, pursuant to a resolution adopted by more than two-thirds (2/3) of the membership at a special meeting held on November 7, 1996.

THE WINDS ASSOCIATION

*Jean B. Stay*  
*Quintin ...*

*Jean B. Stay*  
JEAN B. STAY, President

THE WINDS ASSOCIATION  
AMENDMENT  
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STATE OF OHIO )  
                  ) SS.  
CUYAHOGA COUNTY )

BEFORE ME, a Notary Public, personally appeared  
JEAN E. STAY, President of THE WINDS ASSOCIATION, who  
acknowledged that she did sign the foregoing Amendment and  
that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and official seal this 11<sup>th</sup> day of December, 1996.

*Nicholas M. Kemock*  
\_\_\_\_\_  
Notary Public

NICHOLAS M. KEMOCK  
ATTORNEY AT LAW  
14400 PEARL ROAD  
STRONGSVILLE, OHIO 44136

NICHOLAS M. KEMOCK, Attorney  
NOTARY PUBLIC, STATE OF OHIO  
My commission expires on registration date.  
SECTION 147.05 R.C.

#22.00

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FRANK RUSCO  
CUYAHOGA COUNTY RECORDER

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SECOND AMENDMENT  
TO SECTION 1 (c) OF ARTICLE V  
THE WINDS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Covenants, Restrictions and Easements for the WINDS ASSOCIATION filed in Cuyahoga County Recorders Office, in Volume 15012, Page 923 and amended on July 29, 1988 and recorded at Volume 88-3757, Pages 40-45 of Cuyahoga County Records is hereby further amended in the manner and respects as set forth below:

Section 1 (c) of Article V of the First Amendment paragraph designated as Subsection (c) is hereby deleted in its entirety.

The second paragraph of the first amendment shall read as follows:

"Each Living Unit Owner shall obtain fire and extended coverage insurance from an insurance carrier qualified to do business in the State of Ohio to the extent of full replacement of the Living Unit. Each policy shall also provide third party liability coverage and protection for each Living Unit Owner, and shall be an HOA-3 or superior. A copy shall be provided to the Board of Managers. The Winds Association shall be named as an additional insured. Any policy obtained shall provide that it may not be canceled except upon thirty (30) days written notice to The Winds Association. Each such Living Unit Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Living Unit Owner fails to obtain such

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fire and extended coverage insurance, or fails to pay such insurance premiums as required, The Winds Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Living Unit Owner, and add to the cost of such payments, as a separate assessment, to the monthly assessment amount of such Living Unit Owner.

The third paragraph of the First Amendment is hereby deleted in its entirety.

The fourth paragraph shall remain as follows:

The Winds Association shall obtain a separate liability insurance policy including Directors and Officers liability in such amounts and coverage as determined by the Board of Managers, naming the Living Unit Owners as additional insured. The cost of such liability insurance shall be included in the annual assessments as set forth in the Declaration. The Board of Managers shall fairly and equitably apportion said costs.

The fifth paragraph of the First Amendment shall remain as follows:

Each such assessment, shall be as established by the Board of Managers of the Living Unit Owners' Association for each Living Unit; provided, however, that if a Living Unit is conveyed by the Developer to the Living Unit Owners (hereinafter referred to as the "Initial Conveyance"), after the date on which an annual assessments i due and payable, the amount of such annual assessment to be paid by such Living Unit Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of months inclusive of the month of the Initial Conveyance, remaining in the year of Initial Conveyance and the denominator of which is

twelve (12) unless said annual assessment is levied for a period of less than one (1) year, in which case the denominator shall be the number of calendar months, inclusive of any portion of any calendar month, in the period for which the assessment is levied. All such annual and special assessments, together with interest thereon as hereinafter provided, shall be charge upon any such Living Unit if not paid within sixty (60) days after the same have become due and payable, and at such time the Living Unit Owners' Association shall have a lien upon the Living Unit for which such assessment has not been paid and upon the ownership interest of the Living Unit Owner of such Living Unit. All such annual and special assessments shall be in addition to any annual or special assessments payable to the Meadowood Association pursuant to these Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned, JEAN STAY, President of the WINDS ASSOCIATION, pursuant to authorization from the membership, granted at a special meeting held on August 24, 1995 at 7:00 P.M., hereby executes the within on 5<sup>th</sup> day of October, 1995.

Jane M. Zyzanski

Jean S. Stay  
JEAN STAY

Michelle Butler

STATE OF OHIO )  
 ) SS.  
CUYAHOGA COUNTY )

BEFORE ME, a Notary Public, personally appeared JEAN STAY, President of the Winds Association, who acknowledges that she did sign the above and the same is her free act and deed and the free act and deed of the Winds Association on this 5 day of October, 1995.



Notary Public

NICHOLAS M. KEMOCK, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. C.