

Following are edited paragraphs of the Association governing documents showing the changes to be voted on at the 2012 Annual Meeting on June 10, 2012. Copies of the actual changes are available from the Trustees.

A. Amendments to the Articles of Incorporation

Article 2: Place of Business

The place in the state where the principle office of the Corporation is to be located is the City of ~~Streetsboro, Portage County, Ohio.~~

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Article 3: Purpose

The corporation is organized to control, administer, and maintain the commonly owned and commonly held space in the Stonegate subdivision, ~~Streetsboro, Ohio and to administer, enforce, and defend the Declaration of Stonegate HLandowners Association as recorded on August 10, 1998 in volume 329, page 902, as amended, and the Plat restrictions for Stonegate subdivision, as set forth in Plat 98-57 (Phase I); Plat 2003-88 (Phase II), Plat 2005-96 (Phase III); and Plat 2006-18 (Phase IV) each recorded with the Recorder of Portage County, Ohio as amended,~~ and to engage in a lawful act or activity for which not-for-profit corporations may be formed under Chapter 1702 of the Ohio Revised Code.

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A. Amendments to the Association By-Laws

Article I, Section 3 – Annual Meeting

~~An annual meeting of the Members shall take place once each calendar year on a date selected by the Board of Trustees.~~

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Article I, Section 7 – Location of Meetings

All meetings of the members shall be held in ~~Portage~~ County, Ohio, or at such other place in Ohio, as the members shall determine.

B. Amendments to Declaration of Stonegate Landowners Association

Definitions, Paragraph 8, Instruments

'Instruments' means this Declaration, the Articles, the By Laws, the Plats, and all other documents, contracts, or instruments establishing ownership of or exerting control over the common areas, ~~the allotment and the lots within the allotment.~~

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Definitions, Paragraph 13, Plat

"Plat" means any recorded subdivision plat for the allotment, as the same may be ~~amended or supplemented from time to time, and contains any restrictions contained therein.~~

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The Plan

Now, therefore, Declarant hereby makes and establishes the following plan for ownership and administration of the Common Areas **and the lots, and the enforcement of this Declaration and the Plats**.

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Article I, Section 1, Purposes

This Declaration is being made to establish the Common Area for the purpose of, as the case may be, construction, maintenance, reconstruction, and repair of the Improvements for the benefit of all members and occupants and the heirs, successors, invitees, guests, contractors, employees, and assigns; **to provide for the preservation of the values of the Allotment, the Common Areas and Lots; to provide for and promote the benefit, enjoyment and well being of Members and Occupants; to provide for the administration and operation of the Association; to provide for the enforcement and defense** of the covenants, easements, charges, and restrictions, set forth **herein in the Articles, the Instruments and in the Plats for all Phases of Stonegate, as amended**; and to raise funds through assessments to accomplish these purposes.

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Deleted: initially be those three (3) members named as the initial Trustees pursuant to the Articles who shall hold office until their death, resignation, or the election of their respective successors. The Board of Trustees shall have three (3)members.

Article IV, Section 3, Board of Trustees

The Board **shall consist of no less than three (3) members, but may consist of as many more members as established from time to time by the Members of the Association at the annual meeting.**

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Article IV, Maintenance and Repair

MAINTENANCE, REPAIR AND PLAT ENFORCEMENT

Section 1 Association Responsibility

The Association shall maintain and repair the storm drainage ponds and appurtenances, including any related structures, and other improvements located within the Common Area. The Association may delegate the responsibility for maintaining, cleaning, and managing the Common Area to the Declarant or any other person or entity. **The Association has the authority to enforce and defend this Declaration and the Plats and to exercise all authority under the Instruments. The Association's power and authority, except as reserved to the members, shall be exercised and by and through the Board. The Association, upon approval of the Board, may delegate this responsibility to any person including a management company.**

Section 2 Individual Responsibility

Each Member whose lot contains common area shall keep the Common Area (especially any pond) free of trash and litter, and shall keep the grass and vegetation surrounding the Improvements neatly trimmed. In the event a Member shall fail to comply with this Article VI, Section 2, or the need for maintenance or repair of any part of the Common Area is caused by the negligence or intentional act of any Member or invitee thereof, and the cost of maintenance or repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Member assessment, as herein defined, against such Member. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board, and the Board may contract for such maintenance or repair as it sees fit. **Each Member shall comply with this Declaration and Bylaws and the restrictions in the Plats.**

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Article IX, Section 1 Right of Entry for Repair, Maintenance, and Restoration

The Association shall have a reasonable right of entry and access to, over, ~~on~~ and through any lot to enable the Association to perform its obligations, rights and ~~duties under the terms of this Declaration.~~

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Article X, Section 2 Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Members; ~~to operate the Association; to maintain the Common Areas; and to enforce, defend and administer this Declaration, the By Laws, the Articles and the restrictions in the Plats.~~

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Article X, Section 3 Subparagraph (c) Special Individual Lot Assessments

The Board may levy an assessment against the Lot of an individual Member, or the Lots of individual Members, to reimburse the Association for those costs incurred in connection with such Members or Members property ~~and~~ chargeable by the terms hereof to a particular Member or Members , such as, but not limited to, the cost of making repairs which would be the responsibility of ~~the~~ Member or Members, ~~the cost incurred by the Association with respect to enforcing or defending this Declaration and any restrictions set forth in the Plats.~~ Any such assessments shall ~~be~~ due and payable on such date as the Board determines, and gives written notice to such Member or Members subject thereto. The Board is authorized to charge 150 percent of the actual cost to remove and/or repair any matter if the Member doesn't rectify the problem after 15 days written notice thereof.

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Article X, Section 5, subparagraph (c) and (e)

Section 5 Effect of Non-Payment of Assessments; Remedies of the Association for Default

Paragraph (c)

At any time after an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, an affidavit may be filed with the ~~Recorder~~ of Portage County, Ohio, pursuant to authorization given by the Board. The affidavit shall contain a description of the Lot against which the unpaid assessment exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment, and shall be signed by the President or other officer of the Association. A copy of said recorded affidavit shall be sent by certified mail, return receipt requested, to the last known address of the owner or owners of such lot. ~~The affidavit shall operate as a lien against the lot. The filing of the affidavit and creation of the lien shall not operate to release the owner from personal liability for payment of the assessment. The lien shall only secure the owner's personal liability for payment of the assessment amounts.~~

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Paragraph (e)

The Association, as authorized by the Board, may undertake all legal and equitable remedies available to it, including without limitation, bringing an action at law against ~~the~~ Member or Members personally obligated to pay ~~amounts then due t~~, filing a lien or liens to secure payment of delinquent assessments, interest and costs, ~~bringing an action to foreclose a lien, and obtaining temporary and permanent injunctive orders. Members who violate this Declaration, the By-Laws, and/or the Plats shall, in addition to any other award, judgement or order granted against such violating Member, pay all costs and expenses (including attorneys fees, court costs and the costs of filing liens) incurred by the~~

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Association, Board or Member and such costs and expenses shall be made part of the judgment, award or order. In the event a proceeding is commenced to collect or enforce any judgment, order or award, all legal fees and court costs incurred with respect thereto shall likewise be the responsibility of the party against whom the order, judgment or award is being enforced and such costs and expenses, including attorneys fees, shall be added to the amount thereof. This provision is not applicable to suits against the Developer."

Deleted: In any such action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

Article XII, General Provisions, Section 2, Enforcement

In addition to any other remedies provided in this Declaration, Declarant, the Association, and each Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges set forth herein, in the Plats, in the By-Laws, and in the rules and regulations of the Association each as now existing and as hereafter promulgated and amended,

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Deleted: now or hereafter imposed by or through the Association's rules and regulations.

- (a) Failure by the Declarant, the Association, or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or any subsequent violation, nor shall the doctrine of the laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.
- (b) Further, the Association and each member shall have the rights of action against each other for failure to comply with the provisions of the Instruments, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a member who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Before acting in its own right, a member first must request the Board to act on the member's behalf. If the Board fails to act within 60 days, the member may take action according to this Declaration.

- (c) Notwithstanding the foregoing provisions or anything contained herein to the contrary: Any dispute concerning this Declaration, the By Laws or the Plats shall be determined in the Portage County, Ohio Court of Common Pleas. The court shall refer the matter to arbitration pursuant to the rules of the Portage County, Court of Common Pleas then in effect, or if none, shall refer the matter to arbitration by order of the Court".

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Deleted: between the Association and any Member, other than with regard to assessments, that cannot be settled by an agreement between them shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The decision in such arbitration proceeding shall be conclusive and binding upon the parties and may be entered in any court of competent jurisdiction as a final judgment from which no appeal may be taken. The fees and expenses of arbitration shall be shared by the parties thereto as determined by the arbitrator.

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Article XII General Provisions, New Section 6

Enforcement of the Plats

The Association may not enforce the Plat Restrictions against vacant lots owned by the Declarant as long as the Declarant owns such lots and such lots are vacant land.

C. Plat Restrictions

The Following paragraph is added to the Plat Restrictions.

Unless sooner transferred by the Allotter to the Stonegate Landowners Association, upon the sale of the last lot within the Development by the Allotter the Landowners Association shall automatically succeed to the Allotter's rights with respect to the within restrictions without the necessity of further instruments or documentation.

Homeowners Association verbage at end of Plat Restrictions

As lots are transferred from the Developer, or entities owned or controlled by the Developer, all lot owners shall become members of Stonegate Landowners Association Inc., a not for profit corporation formed for the purpose of controlling, administering, and maintaining the common areas within the development, as well as enforcing the restrictions set forth above. Members of the association are subject to and bound by the Articles of Incorporation of the Association, the By-Laws of the Association and the Declaration of the Stonegate Landowners Association filed August 10, 1998 in Book 329, pages 0902 through 0916 of the Portage County, Ohio records, each as amended. Among the responsibilities of each lot owner is the responsibility to pay assessments for the operation of the Association, the maintenance of the common areas, and the defense and enforcement of the Articles, By Laws and Declaration and the Restrictions set forth above. The amount of the assessment is set by the Board of Trustees of the Association.

Deleted: As lots are transferred from developer , or entities owned or controlled by the developer, all lot owners shall become members of the Stonegate Homeowners Association, INC., which will be formed subsequent to transfer of the first lots. Each lot owner is required to become a member of the Association pursuant to the terms hereof, shall participate fully in and become subject to all of the rules , regulations, assessments and contractual obligations of such Association which may be enacted at any time hereafter.¶
<#>Each lot owner who is to become a member of the Stonegate Homeowners Association, INC., shall pay to said Association a minimum yearly maintenance assessment (initially one hundred and fifty dollars (\$150.00) per year) which shall be used to maintain the common areas within the development. Said areas shall include but not be limited to the following:¶
<#>1. Maintenance, landscaping, lawn care, weed control, etc. of the entrance area and entrance islands, if any.¶
2. Maintenance and general repair of the entrance walls, fences, allotment identification signs, lighting of the identification signs and light poles installed by the developer at intersections, if any.¶
3. Maintenance of all ponds and pond control structures, if any¶
4. Maintenance of open space, recreational area and facilities, if any¶
C. The Homeowners Association will vote each January and agree upon an annual assessment to each lot owner for the above items. Said assessment will be due no later than March 1 of each year.¶
D. Dues will begin on February 1, 200_ and will not exceed one hundred and fifty dollars (\$150.00) for the year 200_. Lot owners failing to pay dues by said due date will receive a fine of ten percent (10%) per month until paid.

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