

CUYAHOGA COUNTY
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AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS OF EASEMENTS FOR
FOR
AUTUMN HILL ESTATES
IN THE CITY OF SEVEN HILLS, CUYAHOGA COUNTY, OHIO

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR AUTUMN HILL ESTATES IN THE CITY OF SEVEN HILLS, CUYAHOGA COUNTY, OHIO RECORDED AT INSTRUMENT NUMBER 200307291648 OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS OF EASEMENTS FOR AUTUMN HILL ESTATES
IN THE CITY OF SEVEN HILLS, CUYAHOGA COUNTY, OHIO

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Autumn Hill Estates in the City of Seven Hills, Cuyahoga County, Ohio (the "Declaration") and the Bylaws of Autumn Hill Estates Homeowners Association, Inc. (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Cuyahoga County Records, Instrument Number 200307291648.

B. The Autumn Hill Estates Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Autumn Hill and as such is the representative of all Owners.

C. Declaration Article XIII Section 13.2.1, as amended, authorizes amendments to the Declaration.

D. 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").

E. As of June 24, 2019, Owners representing 65 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by the Declaration and Bylaws, in all material respects.

AMENDMENT

The Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Autumn Hill Estates in the City of Seven Hills, Cuyahoga County, Ohio is amended by the following:

MODIFY DECLARATION ARTICLE V SECTION 5.3.14. Said modification, to be made on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Instrument Number 200307291648, is as follows (deleted language is crossed-out; new language is underlined):

5.3.14. Provide for indemnification of its officers and the Board and maintain directors' and officers' liability insurance...in accordance with Bylaws Article X as amended

INSERT a new BYLAWS ARTICLE X entitled, "INDEMNIFICATION." Said new addition, to be added to Page 11 of the Bylaws, attached to and made part of the Declaration, as recorded at Cuyahoga County Records, Instrument Number 200307291648, is as follows:

BYLAWS X

INDEMNIFICATION

Indemnification of Directors, Officers, and Committee Members

10.01. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's 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 them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or

any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Board Members excluding the accused or threatened Director (s). If a majority of the Board Members cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

Advance of Expenses

10.2. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

Cost of Indemnification

10.3. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

Indemnification Not Exclusive; Insurance.

10.4. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

Directors, Officers, and Committee Members Liability

10.5. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Directors, officers, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. 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. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Autumn Hill Estates Homeowners Association, Inc. has caused the execution of this instrument this 1st day of August, 2019.

AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Cynthia J. Trafis, President
CYNTHIA J. TRAFIS, President

By: Pierre M. Cipolletta Secretary
PIERRE M CIPOLLETTA, Secretary


STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Autumn Hill Estates 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.

I have set my hand and official seal this 1st day of August, 2019.

Deborah L. Ptak
NOTARY PUBLIC

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

Place notary stamp/seal here:

DEBORAH L. PTAK
Notary Public, State of Ohio
My Commission Expires
June 5, 2021

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEED 7/8/2014 11:33:28 AM
201407080290

**CERTIFICATION OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants; Conditions, Restrictions and Reservation of Easements and BY-LAWS (Code of Regulations) for the Autumn Hill Estates Homeowners Association was recorded July 29, 2003 at Official Records 200307291648, Pages 1 through 48, of Cuyahoga County Records; and

WHEREAS, the Autumn Hill Estates Homeowners Association is an Association and nonprofit corporation pursuant to ORC 1702 and as such is representative of the Owners of said Association; and

WHEREAS, ARTICLE XIII. DURATION, AMENDMENT AND TERMINATION, section 13.2. Amendment of said Declaration authorizes amendments to said document; and


WHEREAS, on or about the 22nd day of April, 2014 Owners of at least seventy-five (75%) of all Lots approved the amendment to the Declaration, which amendment is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the procedure necessary to amend the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Autumn Hill Estates Homeowners Association has in all respects been complied with.


NOW THEREFORE, the undersigned hereby execute this instrument thereby amending the Declaration by the amendment attached hereto and made a part hereof as Exhibit "A".

IN WITNESS WHEREOF, the President and Secretary of the Autumn Hill Estates Homeowners Association certify that the proper notices were sent and that the requisite vote was obtained and they hereby sign and acknowledge this Certification of Amendment on this 26th day of June 2014.

WITNESSES:


signature

ARTHUR FOTH, JR
print


signature

ROBERT V MULLER
print

AUTUMN HILL ESTATES
HOMEOWNERS ASSOCIATION

By: 
Christopher Conte, President

By: 
Patricia Unger, Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a notary public in and for the State of Ohio, personally appeared the above-named President and Secretary of Autumn Hill Estates Homeowners Association, who acknowledged that they did sign the foregoing Certification of Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Autumn Hill Estates Homeowners Association, and that the same is their free act and deed, individually, and as authorized officers of the Autumn Hill Estates Homeowners Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Seven Hills, Ohio, this 26th day of JUNE 2014.


Notary Public

This Instrument Prepared by:
Foth & Foth Co., L.P.A.
Attorneys at Law
11221 Pearl Road
Strongsville, Ohio 44136



VICKI BUCHACEK
Notary Public - State of Ohio
My Commission Expires 12-20-16

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

ARTICLE XIII, DURATION, AMENDMENT AND TERMINATION, 13.2. Amendment,
subsection 13.2.1. of the Declaration is hereby amended to read as follows:

13.2.1. Any provision in this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least sixty-five percent (65%).

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "A"

AUTUMN HILL ESTATES

Homeowners Association

7641 Harvest Lane

Seven Hills, OH 44131

July 31, 2012

To: Autumn Hill Estates Occupants/Lot Owners

The voting results of the Annual Meeting of April 30, 2012, requires the following changes be made to the Covenants & By-Laws.

As of July 20, 2012, (Date of filing with the County Recorder) the Autumn Hill Estates Homeowners Association has amended the Covenants and By-Laws in the following areas:

Exhibit "A" Add new section 6.17 "Capital Contribution." (See Attached)

Exhibit "B" Add new section 8.1.14 "Restrictions on Sex and Child-Victim Offenders." (See Attached)

Exhibit "C" Replace original Section 2.02 with new Section 2.02. "Annual Meetings". (See Attached)

Exhibit "D" Replace original Section 2.04 with new Section 2.04. "Notice of Meetings". (See Attached)

Exhibit "E" Replace original Section 3.01 with new Section 3.01. "Initial Trustees" (See Attached)

Exhibit "F" Replace original Section 3.02 with new Section 3.02. "Successor Trustees." (See Attached)

Exhibit "G" Replace original Section 3.03 with new Section 3.03. "Removal" (See Attached)

Exhibit "H" Replace original Section 4.01 with new Section 4.01. "Enumeration of Offices" (See Attached)

Exhibit "I": Replace original Section 4.05 with new Section 4.05. "Officers Duties" (See Attached)

Take note of Exhibit "A" There is now a \$450.00 fee, paid by the new owner upon any transfer of title. This is the same amount that a new home purchaser would pay.

Please file these documents with your Covenants & By-Laws. This becomes an addendum to the original copy.

~~Any questions, please call Robert Miller, Treasurer @ 216-524-8163~~

COPY

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 13
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**CERTIFICATION OF AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS AND BY-
LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and By-Laws (Code of Regulations) for the Autumn Hill Estates Homeowners Association was recorded July 29, 2003 at Official Records 200307291648, Pages 1 through 48, of Cuyahoga County Records; and

WHEREAS, the Autumn Hill Estates Homeowners Association is an Association and nonprofit corporation pursuant to ORC 1702 and as such is representative of the Owners of said Association; and

WHEREAS, ARTICLE XIII. DURATION, AMENDMENT AND TERMINATION, section 13.2. Amendment of said Declaration and BY-LAW III, BOARD OF TRUSTEES (BOARD OF MANAGERS), section 3.12(10) and BY-LAW IX, AMENDMENTS authorizes amendments to said respective documents; and

WHEREAS, on the 23RD day of MAY, 2012 Owners of at least seventy-five (75%) of all Lots approved certain amendments to the Declaration and By-

Laws, which amendments are attached hereto as Exhibits "A", "B", "C", "D", "E", "F", "G", "H" and "I", and made a part hereof; and

WHEREAS, the procedure necessary to amend the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and By-Laws (Code of Regulations) for the Autumn Hill Estates Homeowners Association has in all respects been complied with.

NOW THEREFORE, the undersigned hereby execute this instrument thereby amending the Declaration and By-Laws by the amendments attached hereto and made a part hereof as Exhibits "A", "B", "C", "D", "E", "F", "G", "H" and "I".

IN WITNESS WHEREOF, the President and Secretary of the Autumn Hill Estates Homeowners Association certify that the proper notices were sent and that the requisite vote was obtained and they hereby sign and acknowledge this Certification of Amendments on this 19th day of JULY 2012.

WITNESSES:

Vicki Buchard
signature

VICKI BUCHARD
print

Nanci Lessman
signature

Nanci Lessman
print

AUTUMN HILL ESTATES
HOMEOWNERS ASSOCIATION

By: Christopher Conte
Christopher Conte, President

By: Patricia Unger
Patricia Unger, Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a notary public in and for the State of Ohio, personally appeared the above-named President and Secretary of Autumn Hill Estates Homeowners Association, who acknowledged that they did sign the foregoing Certification of Amendments to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and By-Laws (Code of Regulations) for the Autumn Hill Estates Homeowners Association, and that the same is their free act and deed, individually, and as authorized officers of the Autumn Hill Estates Homeowners Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at
SEVEN HILLS, Ohio, this 18th day of JULY 2012.

Vicki Buchacek

Notary Public



VICKI BUCHACEK
Notary Public - State of Ohio
My Commission Expires 12-20-16

This Instrument Prepared by:
Foth & Foth Co., L.P.A.
Attorneys at Law
11221 Pearl Road
Strongsville, Ohio 44136
(440) 846-0000 office

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

ARTICLE VI. ASSESSMENTS of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements is amended to add new section **6.17. Capital Contribution:**

6.17. Capital Contribution. Except as set forth in subsection (a) below, each purchaser of a Lot whether vacant or whether containing a Dwelling Unit shall, at the time of conveyance, make a non-refundable contribution to the Autumn Hill Estates Homeowners Association in an amount of Four Hundred Fifty Dollars (\$450.00) or a reasonable amount as determined by Resolution of the Board of Trustees, which amount shall not exceed the annual assessment charged during the recent fiscal year for a particular Lot being sold or transferred. Such Capital Contribution shall, until paid, constitute a lien on the Lot and be enforceable in the same manner as the assessments for common expenses. The Capital Contribution shall be used to fund the reasonable reserve as has been mandated by ORC 5312.06 or for some other legal requirement as deemed appropriate by the Board of Trustees.

(a) Capital Contributions shall not be due or payable with respect to any conveyance to an Eligible Mortgagee by foreclosure or in lieu of foreclosure.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "A"

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

ARTICLE VIII, USE RESTRICTIONS, 8.1. Use and Occupancy of the Declaration is hereby amended to add the following new section 8.1.14. Restrictions on Sex and Child-Victim Offenders:

8.1.14. Restrictions on Sex and Child-Victim Offenders. No person who is a Tier III sex offender, Tier III child-victim offender, Tier II sex offender, or a Tier II child-victim offender, as defined by Section 2950.01 of the Ohio Revised Code and as those statutory definitions may from time to time be amended, or who was classified as a "sexual predator" or "habitual sex offender," as defined under previous versions of the Ohio Revised Code Chapter 2950, and who is required to register with any sheriff or sheriff's designee in this State pursuant to Ohio Revised Code Chapter 2950, may reside in or occupy a Dwelling Unit subject to this Declaration for any length of time, or enter or remain upon any Association Property subject to this Declaration as a guest, visitor, employee, or contractor of the Owner of any Dwelling Unit or the Occupant of any Dwelling Unit.

The Association may enforce the provisions of this section by commencing an action to enjoin such person from residing at or occupying any Dwelling Unit or from entering or remaining on Association Property; or to evict such person; or to levy enforcement charges for the violation of this section; or any combination of the foregoing.

The Association shall not, however, be liable to any Owner or Occupant for damages occasioned by anyone visiting any Owner or the Association, or as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

All costs in connection with the enforcement of this provision, including but not limited to court costs, attorneys' fees and paralegals' fees, shall be charged to the Dwelling Unit, and shall additionally be a personal obligation of the Owner of the Dwelling Unit in which such person resides or occupies or in which such person is present as a guest, visitor, employee or contractor, as an additional assessment enforceable in accordance with the provisions of this Declaration, By-Laws and Rules.

This provision may be amended by the Board of Trustees/Managers/Directors at any time, and from time to time, for the purpose of bringing it into compliance or conformity with the provisions of any applicable government statute, ordinance, resolution, rule or regulation or any judicial determination; or correcting clerical or typographical or obvious factual errors in this provision or any supplement or amendment hereto.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "B"

**AMENDMENT TO THE BY-LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

BY-LAW II, OWNERS (MEMBERS), Annual Meetings, 2.02 of the By-Laws (Code of Regulations) is amended to read as follows:

2.02. Regular annual meetings of the Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "C"

**AMENDMENT TO THE BY-LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

BY-LAW II, OWNERS (MEMBERS), Notice of Meetings, 2.04 of the By-Laws (Code of Regulations) is amended to read as follows:

2.04. Written notice of each meeting of Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting, or by posting the notice of the meeting on the Association's bulletin board at least five (5) days before such meeting. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "D"

**AMENDMENT TO THE BY-LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

BY-LAW III, BOARD OF TRUSTEES (BOARD OF MANAGERS), Initial Trustees, 3.01 of the By-Laws (Code of Regulations) is amended to read as follows:

3.01. The Initial Trustees shall be those persons named as the Initial Trustees in the Articles.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "E"

**AMENDMENT TO THE BY-LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

BY-LAW III, BOARD OF TRUSTEES (BOARD OF MANAGERS), Successor Trustees, 3.02 of the By-Laws (Code of Regulations) is amended to read as follows:

3.02. Those who shall serve as Trustees in the Association to succeed the Initial Trustees shall be not less than three (3) nor more than five (5) in number. The times of election, and their terms of office shall be as provided for in these By-Laws.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "F"

**AMENDMENT TO THE BY-LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

BY-LAW III, BOARD OF TRUSTEES (BOARD OF MANAGERS), Removal, 3.03 of the By-Laws (Code of Regulations) is amended to read as follows:

Removal; Term of Office; Resignations.

3.03. Any Trustee may be removed from the Board with or without cause, by a vote of sixty-six and two-thirds percent (66 2/3%) of the total voting power within the Association. Each Board Member shall hold office for a term of three (3) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these By-Laws that the terms of the Board Members shall be staggered. The initial terms of the Board Members elected by the Owners pursuant to this provision shall be adjusted to carry out this intent by any means decided by the elected Board Members.

Any Board Member may resign at any time by oral statement to that effect made at a meeting of the Board Members or in 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. In the event of death or resignation of a Board Member, his or her successor shall be selected by the remaining Members of the Board, though not a majority and shall serve the unexpired term of the predecessor.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "G"

**AMENDMENT TO THE BY-LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

BY-LAW IV, OFFICERS, Enumeration of Offices, 4.01 of the By-Laws (Code of Regulations) is amended to read as follows:

4.01. The officers of this Association shall be a President, Secretary and a Treasurer in the event there are only three (3) Trustees, and such other officers as the Board from time to time may determine. In the event there are five (5) Trustees, the officers shall be the President, Vice President, Secretary, Treasurer and Second Vice President. Any officer shall be a Trustee. Assistant officers need not be Trustees and may be chosen from the members of the Association.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "H"

**AMENDMENT TO THE BY-LAWS (CODE OF REGULATIONS)
FOR
AUTUMN HILL ESTATES HOMEOWNERS ASSOCIATION**

BY-LAW IV, OFFICERS, Duties, 4.05 of the By-Laws (Code of Regulations) is amended to read as follows:

4.05. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The President shall be the Chief Executive Officer of the Association. He/She shall preside at all meetings of the members of the Association and shall preside at all meetings of the Board. Subject to the directions of the Board, the President shall have the general executive supervision over the business and affairs of the Association. He/She may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided in the Declaration or these By-Laws.
- (b) Vice President. In the event the Board is expanded to five (5) Trustees, now to include the adding of the Vice President position, the Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and shall perform such other duties as may be determined by the Board.
- (c) Second Vice President. In the event the Board is expanded to five (5) Trustees, now to include the adding of the Second Vice President position, the Second Vice President shall have the authority to perform such duties as may be specified by the Board of Trustees from time to time. In the absence of the Vice President, the Second Vice President shall perform the duties of the Vice President and such other duties as may be specified by the Board of Trustees from time to time.
- (d) Secretary. The Secretary shall keep the minutes of the meetings of members of the Association and the Board. He/She shall keep such books as may be required by the Board, shall give notices of meetings to the members of the Association and the Board required by law, or these By-Laws, and shall keep appropriate current records showing the names of the members of the Association, together with their addresses and shall have such authority and shall perform such other duties as may be determined by the Board.

- (e) Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with same as may be directed by the Board. The Treasurer shall assume responsibility for receipt and deposit in the appropriate bank account of all monies of the Association, the disbursement of such funds as directed by the Resolution of the Board, keeping of proper books of account, the preparation of a copy of the annual budget and a statement of income and expenditures to be presented to the Owners at annual meetings, and the delivery and mailing of a copy of each to the Owners. Said records shall be open for inspection and examination by the Board. The Treasurer shall have such authority and shall perform such other duties as may be determined by the Board.

Any conflict between the above provision and any other provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, and By-Laws (Code of Regulations), the Articles of Incorporation, or the Rules and Regulations shall be interpreted in favor of the above amendment. 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 a Court of Common Pleas within one (1) year of the recording of this amendment.

EXHIBIT "I"

