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Lorain County, Ohio  
Judith M Nedwick County Recorder  
File **2015-0542250**

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS  
FOR  
MORNINGSIDE AT MARTIN'S RUN HOMEOWNERS' ASSOCIATION, INC.  
AND  
BYLAWS  
FOR  
MORNINGSIDE AT MARTIN'S RUN HOMEOWNERS' ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MORNINGSIDE AT MARTIN'S RUN HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 2005-0102651 OF THE LORAIN COUNTY RECORDS ON OCTOBER 7, 2005 AND THE BYLAWS FOR MORNINGSIDE AT MARTIN'S RUN HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 2011-0364775 OF THE LORAIN COUNTY RECORDS ON FEBRUARY 18, 2011.

**AMENDMENTS TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND**  
**RESERVATION OF EASEMENTS FOR**  
**MORNINGSIDE AT MARTIN'S RUN HOMEOWNERS' ASSOCIATION, INC.**  
**AND**  
**BYLAWS FOR MORNINGSIDE AT**  
**MARTIN'S RUN HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Morningside at Martin's Run Homeowners' Association, Inc. (the "Declaration") was recorded at Lorain County Records, Instrument No. 2005-0102651 and the Bylaws for Morningside at Martin's Run Homeowners' Association, Inc. (the "Bylaws") were recorded at Lorain County Records, Instrument No. 2011-0364775, and

WHEREAS, the Morningside at Martin's Run Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Morningside at Martin's Run and as such is the representative of all Owners, and

WHEREAS, Declaration Article 14, Section 14.2.1 authorizes amendments to the Declaration and Bylaws Article 7, Section 7.6 authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified in the Declaration and Owners representing at least 50% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified in the Bylaws (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 87.15% of the Association's voting power as of April 2, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 87.15% 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 B1 signed by Owners representing 75.97% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 75.97% of the Association's voting power authorizing the Association's officers to execute Amendment B1 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B2 signed by Owners representing 80.44% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 80.44% of the Association's voting power authorizing the Association's officers to execute Amendment B2 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B3 signed by Owners representing 83.24% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 83.24% of the Association's voting power authorizing the Association's officers to execute Amendment B3 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B4 signed by Owners representing 80.44% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 80.44% of the Association's voting power authorizing the Association's officers to execute Amendment B4 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B6 signed by Owners representing 77.65% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 77.65% of the Association's voting power authorizing the Association's officers to execute Amendment B6 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B7 signed by Owners representing 80.44% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 80.44% of the Association's voting power authorizing the Association's officers to execute Amendment B7 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B8 signed by Owners representing 80.44% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 80.44% of the Association's voting power authorizing the Association's officers to execute Amendment B8 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B9 signed by Owners representing 76.53% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 76.53% of the Association's voting power authorizing the Association's officers to execute Amendment B9 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B10 signed by Owners representing 82.68% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 82.68% of the Association's voting power authorizing the Association's officers to execute Amendment B10 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B11 signed by Owners representing 91.27% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 91.27% of the Association's voting power authorizing the Association's officers to execute Amendment B11 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B12 signed by Owners representing 77.09% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 77.09% of the Association's voting power authorizing the Association's officers to execute Amendment B12 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B13 signed by Owners representing 76.53% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 76.53% of the Association's voting power authorizing the Association's officers to execute Amendment B13 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B14 signed by Owners representing 77.09% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 77.09% of the Association's voting power authorizing the Association's officers to execute Amendment B14 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B15 signed by Owners representing 80.44% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 80.44% of the Association's voting power authorizing the Association's officers to execute Amendment B15 on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B18 signed by Owners representing 80.44% of the Association's voting power as of April 2, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 80.44% of the Association's voting power authorizing the Association's officers to execute Amendment B18 on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B19 signed by Owners representing 77.09% of the Association's voting power as of April 2, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.09% of the Association's voting power authorizing the Association's officers to execute Amendment B19 on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 77.09% of the Association's voting power as of April 2, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.09% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President and Secretary states proper notices were sent and that the requisite vote was obtained, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of Morningside at Martin's Run Homeowners' Association, Inc. and Bylaws fro Morningside at Martin's Run Homeowners' Association, Inc. is amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE 9, SECTION 9.1.9 entitled, "Occupancy Restriction." Said new addition, to be added on Page 20 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

9.1.9 Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other

government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Lots. 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 the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT B-1

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.3 entitled, "Front Yards and Driveways." Said modification, to be made on Page 21 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed-out; new language is underlined):

9.3.3 Front Yards and Driveways. Front yards ~~shall~~ must be landscaped within ~~ninety~~ (90) calendar days after closing, weather permitting. All driveways ~~shall~~ must be paved with concrete, asphalt, ~~brick or paving stone~~ in accordance with ~~city~~ the City of Lorain's ordinances. Patterned concrete is not permitted.

### AMENDMENT B-2

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.4 entitled, "Construction Materials." Said modification, to be made on Page 21 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed out; new language is underlined):

9.3.4 Construction Materials. No Dwelling Units ~~shall~~ is to be constructed of or modified with concrete block, cinder block or other similar materials ~~unless the exterior of the Dwelling Unit is covered with brick and/or siding.~~ Construction materials must coordinate with the palette of materials and color ranges reflected in the existing Dwelling Units, Condominiums and Clubhouse constructed at Morningside. All materials used for exterior construction or modifications must be of materials defined as "low" or "no" maintenance.

### AMENDMENT B-3

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.5 entitled, "Front Porch Storage." Said modification, to be made on Page 21 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed out; new language is underlined):

9.3.5 Front Porch Storage. No front porch ~~shall~~ is to be used for the storage of any kind of items except normal porch furniture. No front yard ~~shall~~ is to be used for storage of any kind of items. This restriction ~~shall~~ does not apply to building materials and/or equipment stored on the Lot during construction of or modifications made to the Dwelling Unit. All unused building materials must be removed immediately upon completion of the construction or modifications.

### AMENDMENT B-4

DELETE DECLARATION ARTICLE 9, SECTION 9.3.6 entitled, "Radio and Television Antennas," in its entirety. Said deletion to be taken from Page 21 of



the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651.

INSERT a new DECLARATION ARTICLE 9, SECTION 9.3.6 entitled, "Radio and Television Antennas." Said new addition, to be added on Page 21 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

Except for antennas expressly permitted by the Federal Communications Commission's ("FCC") over-the-air reception device ("OTARD") rules, including without limitation, satellite dishes one meter (approximately 39 inches) or less in diameter and an exterior television antenna, which may be installed in strict compliance with the OTARD rules and reasonable rules, if any, established by the Directors, no other exterior antenna or external reception, transmission, and/or communication device will be permitted on the roof or exterior wall of any Dwelling Unit or placed or maintained in or above the ground of any Lot without the prior written approval of the Board of Directors. Furthermore, subject to applicable easements and recorded rights, no facilities, including poles and wires, for the transmission of electricity, audio and/or video communications, such as, without limitation, cellular towers, except as again expressly permitted by the OTARD rules, will be permitted on the roof or exterior wall of any Dwelling Unit or be placed or maintained above the surface of the ground on any Lot by any individual Owner.

AMENDMENT B-5

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

AMENDMENT B-6

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.8 entitled, "Exterior Carpeting." Said modification, to be made on Page 22 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed-out; new language is underlined):

9.3.8 Exterior Carpeting. No exterior carpeting ~~shall be~~ is permitted if it is visible from the street or any neighboring Lot. Exterior grade (outdoor/indoor) rugs may be used seasonally on decks or patios, and removed during the winter season. This restriction does not apply to door mats.

#### AMENDMENT B-7

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.10 entitled, "Other Structures." Said modification, to be made on Page 22 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed-out; new language is underlined):

9.3.10 Other Structures. No other structures of a temporary character, trailer or shack ~~shall be~~ are permitted on any Lot. Construction trailers and/or storage sheds ~~shall be~~ are permitted only during construction by Builder or sales purposes by Declarant.

#### AMENDMENT B-8

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.11 entitled, "Decks, Patios and Privacy Fences Enclosing Decks and/or Patios." Said modification, to be made on Page 22 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, and as amended at Instrument No. 2011-0369480, is as follows (deleted language is crossed-out; new language is underlined):

9.3.11 Decks, Patios and Privacy Fences Enclosing Decks and/or Patios. With respect to all Lots, but not on the Condominium Property, an Owner, with the prior written consent of the Board of Directors, may construct one deck and/or patio having up to 640 square feet in total area, provided such deck and/or patio may only be added onto the back of a Dwelling Unit and (i) the width of the deck and/or patio may be no wider than the width of the Dwelling Unit; and (ii) the deck and/or patio must extend no more than 16 feet from the rear foundation line of the Dwelling Unit toward the rear Lot line but under no circumstance may the deck and/or patio cross over the set back line (where the rear foundation line is defined as being exclusive of any sunroom or morning

~~room); and (iii) decks and patios may not be placed between sun rooms and the rear lot line.~~ Declarant, Builder or any Owner may construct a privacy fence to enclose the area in which the deck and/or patio is permitted by this Article 9.3.11 (whether the deck and/or patio are added or not). Provided, however, any such fence must be no greater than six feet in height, must not be chain link and must be constructed with white vinyl or white aluminum materials and otherwise comply with local law. Provided further that Owners of said Lots ~~shall be~~ are responsible to maintain, repair, and replace said fence and to maintain all interior fenced in areas. Invisible fences are permitted on all Lots, but not on the Condominium Property. No other fences of any type or material are permitted on any Lot, except for the fences permitted by this Section 9.3.11.

#### AMENDMENT B-9

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.12 entitled, "Pools and Spas." Said modification, to be made on Page 22 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed-out; new language is underlined):

9.3.12 Pools, Hot Tubs, and Spas. Hot tubs and spas ~~shall be~~ are permitted only within the confines of a Lot in the allowable area ~~in which of a deck and/or patio and~~ may be constructed ~~provided that but~~ only if the location, size, materials and specifications for such hot tub or spa have been approved by the Board of Directors in writing prior to its construction. No swimming pools, or other pools of any kind, ~~shall be~~ are permitted. ~~All hot tubs and spas must be in-ground or if above ground incorporated into a deck with enclosed sides.~~ All hot tubs and spas must be screened with a privacy fence which may not be chain link and which must be constructed with white vinyl or white aluminum materials.

#### AMENDMENT B-10

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.14 entitled, "Mailboxes, Delivery Boxes." Said modification, to be made on Pages 22-23 of the

Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed-out; new language is underlined):

9.3.14 Mailboxes, Delivery Boxes. No mailbox ~~shall~~ is to be erected or placed on any Lot or on the Condominium Property or onto a Unit other than the mailboxes erected by Declarant. Except as otherwise required by the United States Postal Service or any successor agency, no mailbox erected by Declarant ~~shall~~ may be altered without prior written approval from the Board of Directors. Except for the mailbox permitted herein ~~hereby~~, no delivery box (whether for newspapers or otherwise) ~~shall~~ is to be erected or placed on any Dwelling Unit, Lot or within the Condominium Property without prior written approval from the Board of Directors. ~~Declarant makes no warranty or promise that on premise or curbside mailboxes will be provided or permitted at Morningside.~~

#### AMENDMENT B-11

MODIFY DECLARATION ARTICLE 9, SECTION 9.3.15 entitled, "Grades." Said modification, to be made on Page 23 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows (deleted language is crossed-out; new language is underlined):

9.3.15 Finish Grades, Slopes. ~~Declarant, during the Declarant Control Period, and thereafter the Board, shall have~~ The Builder has the exclusive right to establish grades and slopes on any part of the Properties, including the Condominium Property, and to fix the grade at which any building or structure ~~shall~~ may be hereafter erected or placed, upon any part of the Properties so that the same may conform to the general plan for the Lots and the Condominium Property.

#### AMENDMENT B-12

INSERT a new DECLARATION ARTICLE 9, SECTION 9.3.18 entitled, "Tool Sheds/Storage Units." Said new addition, to be added on Page 23 of the

Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

**9.3.18 Tool Sheds/Storage Boxes.** With respect to all Lots, including the Condominium Property, no manufactured, prefabricated, custom build or otherwise constructed tool sheds are permitted. Storage boxes not exceeding 36 inches in height may be used on the deck or patio.

**AMENDMENT B-13**

INSERT a new DECLARATION ARTICLE 9, SECTION 9.3.19 entitled, "Recreational Equipment." Said new addition, to be added on Page 23 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

**9.3.19 Recreational Equipment.** Recreational equipment of any kind is prohibited from being erected or installed on any Lot or the Condominium Property.

**AMENDMENT B-14**

INSERT a new DECLARATION ARTICLE 9, SECTION 9.3.20 entitled, "Landscaping." Said new addition, to be added on Page 23 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

**9.3.20 Landscaping.** With respect to all Lots, but not the Condominium Property, planting beds are permitted in the rear yards along the rear property line of the Lot and/or in the allowable area of the deck and/or patio. Planting beds installed along the side of the Dwelling Unit must be two feet or more from the property line. Dwelling Units with one side yard property line abutting the Common Elements may extend side yard planting beds to the property line. Front yard landscaping installed by the Builder at the time of construction of the Dwelling Unit can be replaced but cannot be reshaped. Plant materials are at the Owner's discretion keeping in mind the eating habits of local fauna. Stone and faux stone borders and retaining walls can be incorporated into the landscaping to create

more planting bed area, patio area or lawn area provided it is kept within landscape limits from the front, side and rear yards as defined above.

AMENDMENT B-15

INSERT a new DECLARATION ARTICLE 9, SECTION 9.3.21 entitled, "Improvements Beyond Lot Lines." Said new addition, to be added on Page 23 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

9.3.21 Improvements Beyond Lot Lines. Improvements made by an Owner of a Lot or Condominium Unit to Property identified as Common Element is prohibited.

AMENDMENT B-16

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

AMENDMENT B-17 – OPTION 1

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

AMENDMENT B-17 – OPTION 2

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

AMENDMENT B-18

INSERT a new DECLARATION ARTICLE 9, SECTION 9.3.24 entitled, "Exterior Modifications to Existing Dwelling Restrictions." Said new addition, to be added on Page 23 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

**9.3.24 Exterior Modifications to Existing Dwelling Restrictions.**  
The following requirements/restrictions are applicable to all existing Dwelling Units.

**9.3.24.1 Approval Information:**

**9.3.24.1.1** Before any exterior modification to any Dwelling Unit may begin, the Application for Modifications to Existing Lot or Dwelling/Addition must be filled out and submitted to the Board of Directors.

**9.3.24.1.2** All modifications to the exterior of any Dwelling Unit or Lot, including the condominium building, must be reviewed by the Architectural Review Committee (the "ARC") and receive prior written approval from the Morningside at Martin's Run's Board of Directors.

**9.3.24.1.3** Once work commences it must be worked through to completion and must be completed within three consecutive months. If work is not completed within the allotted time, the Owner may appeal to the Board of Directors for an extension of time not to exceed 90 days.

**9.3.24.1.4** Work may be undertaken by individual Owners but it is strongly suggested, for larger construction projects such as room additions, a licensed contractor is hired.

**9.3.24.1.5** A building permit is required for any addition attached to the main structure. All permits must be obtained from the Lorain Building Department.

**9.3.24.2 Plan Requirements for Board of Directors Approval:** Plans are required to be submitted, reviewed, and approved by the ARC. Once the ARC makes a

recommendation to the Board of Directors, the Board of Directors will approve or deny the submittal in writing to the Owner. In order to expedite issuance of a written approval, complete sets of plans should be submitted. Incomplete submittals will cause delays in the approval of the project. These required plans will assist in acquiring building permits from the Lorain Building Department.

The following are guidelines for preparation and submittal of drawings. Specific drawing requirements will depend largely upon the extent, nature and complexity of the work to be done. Some items listed below may not be required for every project.

Note: Please remember, the more complete and accurate the drawings and submittal documents, the sooner approval can be issued.

9.3.24.2.1 Drawing Size: Drawings to be prepared on paper that is at a minimum 8 ½" x 11" in size, but 11" x 17" is suggested, unless a certain size is specifically required by local or state agencies with the authority to authorize construction.

9.3.24.2.2 Sets of Drawings: Submit four complete sets of drawings.

9.3.24.2.3 Clarity: All drawings must be prepared to be sufficiently readable and clear for creating a digitized record. Drawings must be quality blue or black ink line drawings with uniform light (white) background color. Pencil drawings are unacceptable, but copies of pencil drawings can be submitted provided copies are readable with good contrast.



9.3.24.2.4 Dimensions: All drawings must be fully dimensioned. Plot plans must have a north arrow.

9.3.24.2.5 Scale: All drawings must be drawn to an adequate scale with scale indicated. Recommended scales for drawings are:

Plot Plans: 1/8" = 1'-0", 1"=10' or 1"=20'

Floor Plan, Sections and Details: 1/4" = 1'-0" or 1/2" = 1'-0"

9.3.24.2.6 Existing (E) and New (N) Construction: Throughout the plans, be sure to label all new (N) and existing (E) construction, to distinguish between new work to be done and the existing work.

9.3.24.2.7 Required Plans:

9.3.24.2.7.1 Site (Plot) Plan: Show the property lines and the location of all existing and proposed new structures. The use of the topographical drawing received when building the Dwelling Unit would serve this purpose best.

9.3.24.2.7.2 Floor Plan (For additions): Plan view to include the patio area and adjacent to the addition. Rooms must be dimensioned and labeled.

9.3.24.2.7.3 Elevations: Include the following: Top, side and front elevations dimensioned. Materials to be utilized. (Samples to be provided) Colors to be used. (Samples to be provided)

AMENDMENT B-19

INSERT a new DECLARATION ARTICLE 9, SECTION 9.3.25 entitled, "Additions." Said new addition, to be added on Page 23 of the Declaration, as recorded at Lorain County Records, Instrument No. 2005-0102651, is as follows:

**9.3.25 Additions.** With respect to all Lots, but not the Condominium Property, additions to all existing Dwelling Units must comply with the Board of Director's policies and standards, including the policy for submitting a request for approval by the Board of Directors (See Section 9.3.24). Prior to any addition, it must first be approved by the Board of Directors in writing.

The following requirements are applicable to all existing Dwelling Units where additions are being proposed. Additions include both stick built (Wood Framed) and manufactured (Aluminum and or vinyl products). Additions are limited to 640 square feet in total area, and may only be added onto the back of a Dwelling Unit and (i) the width of the addition may be no wider than the width of the Dwelling Unit; and (ii) the addition must extend no more than 16 feet from the rear foundation line of the Dwelling Unit toward the rear lot line but under no circumstance may the addition cross over the set back line (where the rear foundation line is defined as being exclusive of any sunroom or morning room).

**9.3.25.1. Addition Specific Restrictions:**

**9.3.25.1.1** All additions must be one story structures not exceeding the height of the existing ridge line of the Dwelling Unit and must comply with the Lorain County Building Department's restrictions.

**9.3.25.1.2** Addition walls are permitted to be of any configuration, provided they are constructed within the allowable building area. All configurations must be approved in writing by the Morningside at Martin's Run's Board of Directors.

9.3.25.1.3 Addition wall openings are permitted to be enclosed with insect screening, glass, and aluminum/vinyl panels.

9.3.25.1.4 Insect screening may be used to enclose wall openings but may not represent more than 80% of the total square footage of each addition wall.

9.3.25.1.5 Insect screening must be installed within a manufactured aluminum or vinyl frame with an integrated spline channel.

9.3.25.1.6 Once written approval has been issued, any changes in the design must be reviewed by the ARC and re-approved by the Morningside at Martin's Run's Board of Directors.

9.3.25.1.7 Additions must meet all applicable local and state building requirements.

9.3.25.2 "Stick Built" Additions Requirements: All "StickBuilt" additions must comply with the following construction standards.

9.3.25.2.1 All exterior walls must be a minimum 2 x 4 stud construction.

9.3.25.2.2 Exterior must be clad with siding/brick/stone to match existing Dwelling Unit appearance.

9.3.25.2.3 All trim must be low maintenance material to match existing Dwelling Unit construction. If the existing Dwelling Unit has been constructed with a different material, the Morningside at Martin's Run's Board of Directors must pre-approve in writing.

9.3.25.2.4 Roof must be installed slope to match the existing structure's roof line. The ARC will confirm

allowable roof lines. It is the Morningside at Martin's Run's Board of Directors' intent to approve roof construction which most allows the new structure to blend in with the existing Dwelling Unit.

9.3.25.2.5 The roof must be shingled and match existing Dwelling Unit shingles in style and color.

9.3.25.3 "Manufactured" Addition Requirements: All "Manufactured" additions must comply with the following construction standards.

9.3.25.3.1 Addition walls must have a thickness of between 3" and 6".

9.3.25.3.2 Addition walls must be built with either vinyl or aluminum knee walls. Knee wall heights may vary.

9.3.25.3.3 All exposed vinyl or aluminum wall panels must match existing Dwelling Unit appearance. Panels may be clad with siding, brick or stone to help walls blend with existing Dwelling Unit.

9.3.25.3.4 Addition structural extrusions color must match existing Dwelling Unit trim color.

9.3.25.3.5 All trim color must match existing Dwelling Unit trim.

9.3.25.3.6 Roof slope must match the existing structure's roof line. The ARC must confirm allowable roof lines.

9.3.25.3.7 Aluminum or vinyl roof panels must be clad with shingles matching existing the Dwelling Unit.

Any conflict between these provisions and any other provisions of the Declaration and/or Bylaws will be interpreted in favor of these changes in the

architectural guidelines. The invalidity of any part of the above provisions will 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 will have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

### AMENDMENT C

INSERT a new BYLAWS ARTICLE 3, SECTION 3.18 entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page 6 of the Bylaws as recorded at Lorain County Records, Instrument No. 2011-0364775, is as follows:

Section 3.18 Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify: (1) any current or former Director, (2) any current or former officer of the Association, (3) any current or former committee member, and/or (4) any of said Director's or 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 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 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 his/her duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what he/she 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 his/her 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, and/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 of Directors 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, he/she must, in that event, be indemnified.

(a) Advance of Expenses. 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.

(b) Indemnification Not Exclusive; Insurance. 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 Section 1702.12(E) of the Ohio Revised Code 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 him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, officer, or committee member.

(c) Directors, Officers, and Committee Members Liability. The Directors, officers, and committee members, of the Association 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 indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director, or officer will mean that such Director

or officer is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board of Directors 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 members of the Association.

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 the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.





EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

JACK COFFMAN AND CATHERINE COX, the duly elected and acting President and Secretary, respectively, of the Morningside at Martin's Run Homeowners' Association, Inc., certify that proper notices were sent and that the requisite vote was obtained.

Jack Coffman  
JACK COFFMAN, President

Catherine Cox  
CATHERINE COX, Secretary

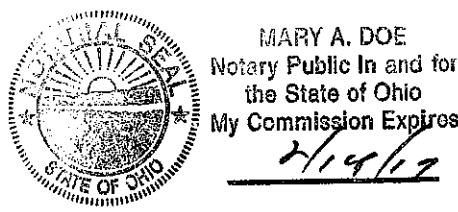
STATE OF OHIO )  
COUNTY OF Lorain ) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JACK COFFMAN and CATHERINE COX who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Amherst, Ohio, this 16 day of April, 2015.

Mary A. Doe  
NOTARY PUBLIC

Place notary stamp/seal here:



KAMAN & CUSIMANO ATTORNEYS  
2000 TERMINAL TOWER  
50 PUBLIC SQUARE  
CL LAND, OH 44113