



The Woods at Auburn Lakes

September 21, 2012

TO ALL UNIT OWNERS OF THE WOODS OF AUBURN LAKES

On behalf of The Woods of Auburn Lakes Condominium Association, Inc. the Board of Directors is pleased to announce that both of the Amendments recently voted on by the Unit Owners have passed by the required percentage of ownership.

The Amendment regarding the length of the term of Board membership was a technical change that helped "clean-up" wording in our original documents.

The Amendment regarding a Unit Owner and Association insurance requirements was imperative in terms of future cost control. While the passage of this Amendment does not in and of itself eliminate the need to ever consider fee increases, it will go a long way in helping to control any such future increases.

The Board voted to have the new insurance requirements in effect as of September 1, 2012, including increasing the deductible amount. The Association's attorneys have filed the final documents with Geauga County, please find copy attached. We suggest keeping the filed copy with your Declarations/By-Laws. Should you sell your home, it is required to provide the new homeowners with the Declarations/By-Laws, including amendments. It is imperative that all Unit Owners contact their insurance agent to verify that their personal insurance coverage is now in line with the new amended insurance requirements. As mentioned in all the Street Meetings, you need to inform your insurance agent that at this time the Association's new deductible is \$10,000.00. Please also find attached, the Restrictive Endorsements pertaining to the Association's insurance through State Farm. The "Restrictive Endorsements" page details what has been added that is not covered under the Association's insurance policy.

The Board appreciates the sense of confidence the Unit Owners have shown in our efforts. We thank all of you and also a special "thank you" to all of our Street Reps who really went the extra step on this for all of us.

If you have any questions, feel free to contact Dennis Rango, State Farm Insurance, 440-526-1539 or Janice Mansour, Carlyle Management Company, 440-708-0645, ext. 224.

Sincerely, Board of Directors, The Woods at Auburn Lakes Condominium Association, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4701 ADDITIONAL PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Under Property Not Covered of SECTION 1 – PROPERTY, the items listed below are added;

1. Floor coverings of any kind within a unit above the upper surface of the sub flooring, such as carpeting, vinyl goods or hardwood;
2. Wall coverings of any kind within a unit, such as paint, texture, wall paper, paneling or permanently mounted mirrors;
3. Appliances within a unit, such as those used for refrigerating, ventilating, cooking, dishwashing; laundering, security or housekeeping;
4. Any improvements and alterations within a unit that are now a part of the building or structure but which were not part of the original condominium plans or specifications;
5. Cabinetry of any kind within a unit;
6. All fixtures, such as those used with, connected to or are a part of the electrical, plumbing or heating systems within the unit. However, fixtures do not include any building material or equipment, such as air conditioning compressors or decking, located outside of the condominium unit.

All other policy provisions apply.

CMP-4701

201200846328
Filed for Record in
GEAUGA COUNTY OHIO
SHARON C GINGERICH, RECORDER
08-30-2012 At 09:39 am.
DECL 120.00
OR Book 1931 Page 152 - 164

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE WOODS AT AUBURN LAKES CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE WOODS AT AUBURN LAKES
CONDOMINIUM RECORDED AT VOLUME 1008, PAGE 622 ET SEQ. OF THE
GEAUGA COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE WOODS AT AUBURN LAKES CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Woods at Auburn Lakes Condominium (the "Declaration") and the Bylaws of The Woods at Auburn Lakes Association, Inc. Condominium Owners' Association (the "Bylaws"), Exhibit B to the Declaration, were recorded at Geauga County Records Volume 1008, Page 622 et seq., and

WHEREAS, The Woods at Auburn Lakes Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in the Woods at Auburn Lakes and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XII, Section (A) authorizes amendments to the Declaration and Bylaws Article VII, Section 10 authorizes amendments to the Bylaws, and

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

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 76.925676% of the Association's voting power as of August 8, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.925676% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 78.670289% of the Association's voting power as of August 8, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.670289% of the Association's voting power

authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President stating that copies of the Amendments will be mailed or hand delivered to all first mortgagees on the records of the Association and all Unit Owners once the Amendments are recorded with the Geauga County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Woods at Auburn Lakes Condominium is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE VI(A) entitled, "Casualty Insurance," in its entirety. Said deletion to be taken from Pages 22-23 of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq.

INSERT a new DECLARATION ARTICLE VI(A) entitled, "Property Insurance." Said new addition, to be added on Page 22 of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq., is as follows:

ARTICLE VI

INSURANCE AND RECONSTRUCTION

(A) Property Insurance

(1) Coverage. The Association shall carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Subsection (A)(4) below, on all of the insurable improvements comprising the Common Elements, including any structural components of the building located within the Unit, the Limited Common Elements located outside the bounds of the Unit, and the drywall (plasterboard) of and within each Unit, and all personal property as the Association may own and for which the Association is responsible. Therefore, in general terms, the Association is responsible for having Property Insurance from and including the drywall out. This is commonly known as a "bare walls" Property Insurance policy.

(2) Risks to be Insured and Availability of Insurance.

(a) The Association's Property Insurance shall protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Geauga County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for appreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.

(b) All insurance coverage is subject to modification as the Board determines necessarily based on the availability of coverage and the cost of the coverage. If the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80% of the then current replacement cost, less the deductible

and with exclusions as provided for in this Subsection (A)(2).

(3) Claim Filing. The Board shall have the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in any loss may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance does not give rise to any claim against the Association or the Board; provided, however, that if no claim is filed, the Association shall then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(4) Deductible. The Association's Property Insurance may include a reasonable deductible as determined by the Board. Except as provided in Subsection (A)(5) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to his/her Unit, including the drywall, and the Limited Common Elements assigned to his/her Unit. Except as provided in Article VI(G), the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible

expense attributable to any Unit(s) as provided for in Article VI(G), to the Unit Owner(s) of such Unit(s).

(5) Responsibility for Damage. The Association's liability is limited to direct losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association is responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article VI, including any deductible amount.

(6) Insurance Company Rating. All policies shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "AAA" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(7) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article VI, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the designee of FNMA or FHLMC, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the requirements contained in Subsection (A)(1) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board.

(8) Additional Endorsements. The Association's Property Insurance policy must include, as the Board so determines is reasonable from time to time, a "Construction

Code Endorsement" or its present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its present day equivalent, and/or such other endorsements as the Board so decides on.

DELETE DECLARATION ARTICLE VI(C) entitled, "Unit Owners' Insurance," in its entirety. Said deletion to be taken from Page 24 of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq.

INSERT a new DECLARATION ARTICLE VI(C) entitled, "Unit Owners' Insurance." Said new addition, to be added on Page 24 of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq., is as follows:

(C) Unit Owners' Insurance. Except as may be insured by the Association in accordance with Article VI(A)(1) above, each Unit Owner shall separately insure those portions of his/her Unit and the Limited Common Elements, from and including the unfinished surface of the drywall in, along with any utilities and fixtures that the Unit Owner must maintain. This includes, without limitation, all fixtures, windows, perimeter and interior doors installations, wall and floor coverings, and improvements within or a part of said Unit and all utilities within and serving only the said Unit. The Unit Owner shall also carry insurance on the Limited Common Elements and drywall up to the amount of the Association's Property Insurance deductible. The Property Insurance carried by the Unit Owner shall insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy. Each Unit Owner shall file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit Owner may further separately insure the personal contents of his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this revision of the Association's and Unit Owners' property (casualty)

insurance responsibilities. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this Amendment, only Unit 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 within the court of common pleas within one year of the recording of the Amendment.

AMENDMENT B

DELETE BYLAWS ARTICLE II, SECTION 3 entitled, "Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting," in its entirety. Said deletion to be taken from Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq.

DELETE BYLAWS ARTICLE II, SECTION 4 entitled, "First Annual Meeting," in its entirety. Said deletion to be taken from Pages 5-6 of the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 4 entitled, "Modification of Number of Board Members." Said new addition, to be added on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq., is as follows:

Section 4. Modification of Number of Board Members. At any Association meeting at which one or more Board members are to be elected, Unit Owners exercising a majority of the Association's voting power may expand the Board from three to five members or may reduce the Board from five to three members; provided no modification in the number of Board members will reduce or otherwise change the length of an existing Board member's term of office.

DELETE BYLAWS ARTICLE II, SECTION 5 entitled, "Election of Board Members from and after the First Annual Meeting," in its entirety. Said deletion

to be taken from Pages 6-7 of the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 5 entitled, "Election of Board Members." Said new addition, to be added on Page 6 of the Bylaws, Exhibit B of the Declaration, as recorded at Geauga County Records, Volume 1008, Page 622 et seq., is as follows:

Section 5. Election of Board Members. Board Members shall be elected at the Association annual meeting, but when the annual meeting is not held or Board Members are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any Association member; but, unless such request is made, the election may be conducted in any manner approved at such meeting.

All Board members shall be elected in accordance with the provisions of this Article II. Board members shall be elected for terms of 2 years or to complete unfinished terms, so that a either 3-2 or 2-1 rotation, depending on the number of Board members in accordance with Article II, Section 2, is maintained at all times.

Each Board member shall hold office until his/her successor is elected, or until his/her earlier resignation, removal from office, or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary or President; such resignation to take effect immediately or at such other time as the Board member may specify.

Each member of the Association may cast as many of his/her votes as there are Board Members to be elected. By way of example, if two Board Members are to be elected, an Association member has the right to cast a maximum of two votes, but not more than one vote may be cast for any candidate. The candidates receiving the greatest number of votes are elected and those receiving the highest percentages of the total vote cast will serve for the longest terms. Tie votes shall be decided by drawing of lots or by a flip of a coin. There is no cumulative voting.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this Amendment clarifying the length of the Board members' terms. The invalidity of any part of the above provision 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/Unit 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.

IN WITNESS WHEREOF, the said The Woods at Auburn Lakes Association, Inc. has caused the execution of this instrument this 20 day of August, 2012.

THE WOODS AT AUBURN LAKES ASSOCIATION, INC.

By: Thomas J. Corcoran
THOMAS CORCORAN, its President

By: Don Wakeman
DON WAKEMAN, its Secretary

STATE OF OHIO)
)
COUNTY OF Cuyahoga)

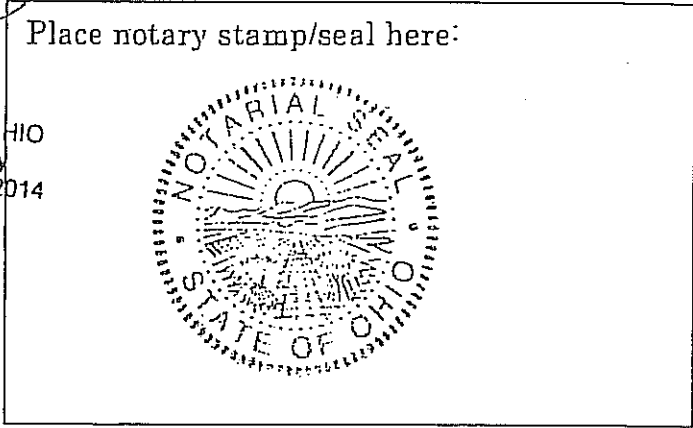
SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Woods at Auburn Lakes Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 10 of 13, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Auburn, Ohio, this 10th day of AUGUST, 2012.

[Signature]
NOTARY PUBLIC

CHARLES K. SCHULMAN
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 18, 2014



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

EXHIBIT A

CERTIFICATION OF PRESIDENT

The undersigned, being the duly elected and qualified President of The Woods at Auburn Lakes Association, Inc., hereby certifies that copies of the Amendments to the Declaration are to be mailed or hand delivered to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association and all Unit Owners.

The undersigned further certifies that the Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Article XII, Section (A).

Thomas J. Corcoran
THOMAS CORCORAN, President

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named THOMAS CORCORAN who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Auburn, Ohio, this 20th day of August, 2012.

Charles K. Schulman
NOTARY PUBLIC
CHARLES K. SCHULMAN
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 18, 2014

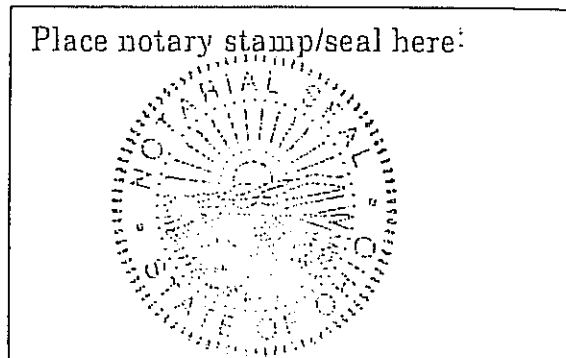


EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of The Woods at Auburn Lakes Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendments to the Declaration.

NONE




DON WAKEMAN, Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named DON WAKEMAN who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in AUBURN, Ohio, this 20th day of AUGUST, 2012.



NOTARY PUBLIC

CHARLES K. SCHULMAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 18, 2014

