

**ELEVENTH AMENDMENT TO THE DECLARATION CREATING AND ESTABLISHING A
PLAN FOR CONDOMINIUM OWNERSHIP FOR
CROSSINGS AT CANTERBURY TRAILS CONDOMINIUM AND BY-LAWS OF CROSSINGS
AT CANTERBURY TRAILS CONDOMINIUM ASSOCIATION**

WHEREAS, the Declaration Creating and Establishing a Plan for Condominium Ownership for Crossings at Canterbury Trails Condominium was recorded in Official Record Volume 1153, Page 365 of the Greene County, Ohio Recorder's Office on December 22, 1997 (hereinafter the **Declaration**), and the By-Laws of Crossings at Canterbury Trails Condominium Association, Inc. were recorded in Official Record Volume 1153, Page 406 of the Greene County Recorder's Office on December 22, 1997 (hereinafter the **By-Laws**);

WHEREAS, the First Amendment to the Declaration was recorded in Official Record Volume 1214, Page 756 of the Greene County, Ohio Recorder's Office on June 16, 1998;

WHEREAS, the Second Amendment to the Declaration was recorded in Official Record Volume 1244, Page 830 of the Greene County, Ohio Recorder's Office on September 11, 1998;

WHEREAS, the Third Amendment to the Declaration was recorded in Official Record Volume 1291, Page 52 of the Greene County, Ohio Recorder's Office on January 20, 1999;

WHEREAS, the Fourth Amendment to the Declaration was recorded in Official Record Volume 1311, Page 776 of the Greene County, Ohio Recorder's Office on March 23, 1999;

WHEREAS, the Fifth Amendment to the Declaration was recorded in Official Record Volume 1339, Page 271 of the Greene County, Ohio Recorder's Office on June 15, 1999;

WHEREAS, the Sixth Amendment to the Declaration was recorded in Official Record Volume 1425, Page 253 of the Greene County, Ohio Recorder's Office on May 12, 2000;

WHEREAS, the Seventh Amendment to the Declaration was recorded in Official Record Volume 1481, Page 417 of the Greene County, Ohio Recorder's Office on December 13, 2000;

WHEREAS, the Eighth Amendment to the Declaration was recorded in Official Record Volume 1524, Page 857 of the Greene County, Ohio Recorder's Office on April 19, 2001;

WHEREAS, the Ninth Amendment to the Declaration was recorded in Official Record Volume 1550, Page 703 of the Greene County, Ohio Recorder's Office on June 13, 2001;

WHEREAS, the Tenth Amendment to the Declaration was recorded in Official Record Volume 1641, Page 222 of the Greene County, Ohio Recorder's Office on December 4, 2001;

WHEREAS, Crossings at Canterbury Trails Condominium Association (the **Association**) is an Ohio non-profit corporation whose members are all of the Unit Owners of Units in Crossings at Canterbury Trails Condominium and, as such, the Association is the representative of all Unit Owners;

WHEREAS, the Association wishes to amend the provisions of both the Declaration and the By-Laws in accordance with recent amendments to Chapter 5311 of the Ohio Revised Code effective July 20, 2004 and with the authority of O.R.C. 5311.05(E)(1) in order to **bring the Declaration in compliance** with Chapter 5311;

WHEREAS, this Eleventh Amendment has received the affirmative vote of at least a majority of the Board of Directors of the Association and, pursuant to O.R.C. 5311.05(E)(1), a vote of the Unit Owners is not necessary;

WHEREAS, this Eleventh Amendment is binding upon the properties described in Exhibit A;

NOW THEREFORE, the Declaration and By-Laws are hereby amended by the Board of Directors, as follows:

1. All references in the Declaration and By-Laws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements".
2. All references in the Declaration and By-Laws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements".
3. The following shall be added to the end of Article III, Section 2(d) of the Declaration:

However, no Unit Owner shall be prohibited from the placement of a flagpole that is to be used for the purpose of displaying, or shall prohibit the display of, the flag of the United States on or within the Limited Common Elements of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, if the flag is displayed in accordance with any of the following:

- (i) The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;
- (ii) The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);
- (iii) Any federal law, proclamation of the President of the United States or the governor, section of the Revised Code, or local ordinance or resolution.

To the extent that the first paragraph of this Section conflicts with the second paragraph, the terms of the first paragraph shall be unenforceable.

4. The following shall be added to Article III, Section 2(g) of the Declaration:
 - (g) The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special assessment against the offending Unit and made a lien against that Unit.
5. The following is hereby added to Article III, Section 2(o) of the Declaration:
 - (o) Alteration of Limited Common Elements. Subject to rules the Board of Directors adopts pursuant to Section 5311.081(B)(5) of the Ohio Revised Code, the Board may authorize the use of Limited Common Elements, as distinguished from the Common Elements, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into

Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

6. The following shall be added to Article III, Section 2(p) of the Declaration:

(p) The rules and regulations may regulate the use or occupancy of Units; regulate the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by the rules affect Common Elements or other Units; adopt standards governing the type and nature of information and documents that are subject to examination and copying by Unit Owners, including the times and locations at which items may be examined or copied and any required fee for copying the information or documents; and regulate the collection of delinquent assessments and the application of payments of delinquent assessments.

7. The following shall be added as Article III, Section 2(r) of the Declaration:

(r) Information to be provided. Within thirty days after a Unit Owner obtains a condominium ownership interest, or within thirty (30) days of the date of recording of this Amendment the Unit Owner shall provide the following information in writing to the Association through the Board of Directors:

The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit;

The name, business address, and business telephone number of any person who manages the Owner's Unit as an agent of that Unit Owner.

Within thirty (30) days after a change in any information required to be provided herein, a Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information.

8. Article VIII of the Declaration is hereby deleted and the following substituted in its place:

AGENT FOR SERVICE

The person to receive service of process for the Association shall be as designated by the Board. This designation may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation.

9. The following shall be added as Article XV, Section 3(d) of the Declaration:

(d) Charge for Damages or Enforcement Assessment. The Board shall have the authority to impose reasonable Enforcement Assessments for violations of the Declaration, the By-Laws, and the rules of the Association and reasonable Charges for Damage to the Common Elements or other property.

Prior to imposing a Charge for Damages or an Enforcement Assessment pursuant to this Section, the Board of Directors shall give the Unit Owner a written notice that includes all of the following:

- (1) A description of the property damage or violation;
- (2) The amount of the proposed Charge or Assessment;
- (3) A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Charge or Assessment;
- (4) A statement setting forth the procedures to request a hearing pursuant to this Section.

To request a hearing, an Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice from the Board required by this Section. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment pursuant to this Section.

If a Unit Owner requests a hearing, at least seven days prior to the hearing, the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a Charge or Assessment before holding any hearing requested pursuant to this Section.

The Unit Owners, through the Board of Directors, may allow a reasonable time to cure a violation described in this Section before imposing a Charge or Assessment.

Within thirty days following a hearing at which the Board of Directors imposes a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Unit Owner.

Any written notice that this Section requires shall be delivered to the Unit Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

10. The following is hereby added to Article XV, Section 5(d) of the Declaration:
The Association has the authority to include in its lien any unpaid interest, administrative late fees, Enforcement Assessments, collection costs, attorney's fees, and paralegal fees.

11. The following shall be added as Article XV, Section 8 of the Declaration:

Section 8. Application of Payments. The Association shall credit payments made by a Unit Owner in the following order of priority:

- (a) First, to interest owed to the Association;

- (b) Second, to administrative late fees owed to the Association;
- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association;
- (d) Fourth, to the principal amount the Unit Owner owes to the Association for the Common Expenses, Charge for Damages, or Enforcement Assessment chargeable against the Unit.

12. The following shall be added as Article XX, Section 6 of the Declaration:

Section 6. Purchase of Real Property. The Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property with the approval of the Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and the authorization of the Board of Directors. Expenses incurred in connection with any such transaction are Common Expenses.

13. Article XXI of the Declaration is hereby added as follows:

All Unit Owners, their tenants, all persons lawfully in possession and control of any part of the condominium property, and the Association shall comply with all covenants, conditions, and restrictions set forth in the declaration, the bylaws, or the rules of the Association, as lawfully amended. Violations of those covenants, conditions, or restrictions shall be grounds for the Unit Owners Association or any Unit Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.

14. The following shall be added to Article IV, Section 4.3 of the By-Laws:

The Association may enter any Unit without notice, in the event of an emergency or for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health and safety of the occupants of that Unit or another Unit.

15. The following shall be added to Article IV, Sections 8 and 9 of the By-Laws:

A meeting of the Board of Directors may be held by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear, participate, and respond to every other member of the Board.

16. The following shall be added to Article IV, Section 14(c) of the By-Laws:

The Board of Directors shall adopt and amend a budget for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association.

17. The following shall be added as Article IV, Section 16 of the By-Laws:

Section 16. Authority of the Board. In addition to the powers, authority and duties set forth above, the Association, through the Board of Directors, may exercise all powers of the Association, including the power to do the following:

- (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Cause additional improvements to be made as part of the Common Elements;
- (f) Purchase, encumber, and convey Units, and, subject to any other restrictions in the Declaration or By-Laws and with the approvals required by Section 15.18 of the Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are Common Expenses;
- (g) Acquire, encumber, and convey or otherwise transfer personal property;
- (h) Hold in the name of the Association the real property and personal property acquired pursuant to Sections 16(f) and 16(g);
- (i) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (j) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (k) Impose interest and administrative late charges for the late payment of assessments; impose returned check charges; and impose Enforcement Assessments for violations of the Declaration, the By-Laws, and the Rules of the Association and reasonable Charges for Damage to the Common Elements or other property;

- (l) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- (m) Purchase insurance and fidelity bonds the Directors consider appropriate or necessary;
- (n) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
- (o) Exercise powers that are:
 - (i) Conferred by the Declaration or the By-Laws of the Association or the Board of Directors;
 - (ii) Permitted to be exercised in the State of Ohio by a not-for-profit corporation;
 - (iii) Necessary and proper for the government and operation of the Association.

18. The following shall be added to Article VII of the By-Laws:
 The Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

- (a) Information that pertains to condominium property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) Information that relates to the enforcement of the Declaration, By-Laws, or rules of the Association against Unit Owners;
- (e) Information, the disclosure of which is prohibited by state or federal law.

Exhibit A

Legal Description of all Units

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 1, Units 2304, 2306, 2310 and 2312 as well as Building 2, Units 2314, 2316, 2320 and 2322, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 455 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 12, Units 2336, 2338, 2330 and 2332; Building 13, Units 2348, 2350, 2340, 2342; and Building 14, Units 2362, 2354, 2360 and 2352, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 515 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 4, Units 2325, 2323, 2803 and 2805; Building 5, Units 2802, 2806, 2803 and 2805; and Building 6, Units 2303, 2301, 2814 and 2816, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 566 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 7, Units 2810, 2820, 2784 and 2780, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 609 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 15, Units 2392, 2394, 2388 and 2386; Building 24, Units 2397, 2395, 2389 and 2387; and Building 25, Units 2379, 2377, 2381 and 2383, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 627 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 16, Units 2402, 2418, 2400 and 2420; Building 22, Units 2423, 2421, 2417 and 2415; and Building 23, Units 2409, 2401, 2411 and 2403, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 656 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 20, Units 2435, 2437, 2445 and 2447 and Building 21, Units 2425, 2427, 2431 and 2433, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 30, Page 784 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 17, Units 2428, 2410, 2408 and 2430 and Building 18, Units 2436, 2434, 2446 and 2444, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page 639 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 19, Units 2441, 2443, 2449 and 2451, inclusive, of Crossings

at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page 679 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 10, Units 2782, 2784, 2795 and 2799 and Building 11, Units 2793, 2795, 2777 and 2779, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page 705 of the Greene County Recorder's Office;

Situated in Section 23, Township 3, Range 7 MRS, City of Beavercreek, County of Greene, State of Ohio, and being Building 8, Units 2770, 2772, 2764 and 2768 and Building 9, Units 2790, 2792, 2776 and 2778, inclusive, of Crossings at Canterbury Trails Condominium, as depicted on Plat Volume Cabinet 34, Page 781 of the Greene County Recorder's Office.