

ELEVENTH AMENDMENT

To the Declaration and By-Laws
For the Condominium Development Known as
FOX RUN CONDOMINIUM SECTION II
Which Declaration and By-Laws Establishes A Plan for
Condominium Ownership and imposing Covenants,
Conditions and Restrictions

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NO Plat Required.

The filing stamp of the County Auditor on
the original of this Amendment is evidence that
a copy of this Amendment has been filed
with said Auditor on the date of that filing stamp.

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Signature of the two (2) Officers of the Association, attesting and certifying, respectively, that this change in the Condominium Development Documents reflects the affirmative vote of not less than seventy-five percent (75%) of the Owners pursuant to a written ballot (it is not necessary that the Owners sign the actual amendment document), will follow at the end of this Amendment before it may be recorded.

**ELEVENTH AMENDMENT
TO
THE DECLARATION AND THE BY-LAWS OF
CONDOMINIUM OWNERSHIP FOR
FOX RUN CONDOMINIUM SECTION II**

This Amendment is made and entered into by the Association, FOX RUN SECTION II HOMEOWNERS ASSOCIATION, INC. and with the voted approval or written consent of Unit Owners holding at least seventy-five percent (75%) of the voting power of the Corporation.

(1) PURPOSE

This Amendment is designed to update the Corporation documents to current standards for holding meetings, maintenance allocation costs of Units, insurance liability protection and cost reimbursement, and the recoverable elements of Assessments, as well as the removal of the requirement of an insurance trustee and First Right of Refusal provisions to provide more financing opportunities for the purchase of Units.

(2) PREVIOUS RECORDING INFORMATION

The Planned Unit Development Documents and subsequent Amendments to those documents have been recorded in the Deed Records of Montgomery County, Ohio as follows:

ITEM	DATE RECORDED	CORP No.	ROLL FRAME
Articles of Inc. of FOX RUN CONDOMINIUM SECTION II Association	3-18-74	450928	Roll B955, Fr. 1174
		DEED BOOK PAGE	PLAT ENVELOPE
Declaration of Condominium	4-01-74	74-137A06	Phase One B. 96 P. 40
First Amendment to the Declaration of Condominium	4-08-74	74-151E06	Phase None B. None P. None
Second Amendment to the Declaration of Condominium	1-07-75	75-009A06	Phase Two B. 98, P. 19

Third Amendment to the Declaration of Condominium	7-31-75	75-0346B02	Phase Three B. 99, P. 24
Fourth Amendment to the Declaration of Condominium	9-11-75	75-424C03	Phase Four B. 99, P. 31
Fifth Amendment to the Declaration of Condominium	12-12-75	75-587A06	Phase Five B. 99 P. 64
Sixth Amendment to the Declaration of Condominium	3-22-76	76-126D08	Phase Six B. 100 P. 20
Seventh Amendment to the Declaration of Condominium	10-19-76	76-542A01	Phase Seven B. 99 P. 64
Eighth Amendment to the Declaration of Condominium	6-03-77	77-278B06	Phase Eight B. 102 P. 41
Ninth Amendment to the Declaration of Condominium	12-28-77	77-742B07	Phase Nine B. 104 P. 37
Tenth Amendment to the Declaration of Condominium	05-16-78	78-228C08	Phase Ten B. 105 P. 21
Eleventh Amendment to the Declaration of Condominium			Phase None B. None P. None

(3) MEETINGS OF MEMBERS: QUORUM

Article III of the BY-LAWS OF FOX RUN SECTION II HOMEOWNERS ASSOCIATION, INC., entitled "MEETING OF MEMBERS" shall be amended by the deletion of the current Section 5 and Section 6 and the replacement thereof with of the following Sections 5 and 6 and the correction of a term in Section 7:

Section 5. Quorum; Adjournment. Members present, in person or by proxy, at a duly called and noticed meeting of the Members, shall constitute a quorum for such meeting and the majority of which is authorized to exercise the voting power of the Corporation.

Section 6. Adjournment of Meeting of the Members. Members entitled to exercise a majority of the voting power of the Corporation, may at any time, adjourn such meeting. If such meeting is so adjourned, notice of such adjournment need not be given if the time, date and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Proxies. This Section shall be amended by the deletion of the word "valid" in the third line of the paragraph and the substitution thereof with the word "void".

(4) MEETINGS OF TRUSTEES: QUORUM

Article VI of the BY-LAWS OF FOX RUN SECTION II HOMEOWNERS ASSOCIATION, INC., entitled "MEETING OF TRUSTEES" shall be amended by the addition of a new Section 5(a):

Section 5(a). Method of Meeting. Any Board meeting may be held in person, or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to each other Board member. Each such Board members being deemed as present for such meeting.

(5) ASSESSMENTS

Article VI of the DECLARATION OF CONDOMINIUM, entitled "COVENANT FOR ASSESSMENTS; LIEN FOR ASSESSMENTS" shall be amended by the replacement of certain terms in Section 6.1(3); the addition of a clause in Section 6.1(A); the addition of Section 6.10 "Lien/Collection Enforcement Fees and Interest"; Section 6.11 "Lien Amount Assessed"; Section 6.12 "Amount of Interest and Late Charges (Fees)" and Section 6.13 "Acceleration of Assessments" to update the Assessment provisions of the Declaration to the changes enacted by the 2004 revisions to the Ohio Revised Code Sections 5311.081 and 5311.18, (Any conflict between the provisions and terms of any Section of the Declaration, By-Laws or the Rules and Regulations of the Association and this Amendment shall be controlled by this Amendment):

Section 6.1(3). Creation of Lien and Personal Obligation for Assessments. This Section shall be modified by the deletion of the clause "as are hereinafter provided for in the Article dealing with and entitled Maintenance" and the replacement thereof with of the following: "not timely paid when due which are chargeable to the Unit and/or the Unit Owner arising from the non-payment or non-performance of maintenance obligations, damage to Common areas, insurance deductible(s) paid or payable for insurance claim(s); fines, assessments and charges for violation of the Declaration, By-Laws or the Rules and Regulations of

the Association (the Association Documents) or any other charge allocatable to the Unit and/or Unit Owner.

Section 6.1(A). Execution of the Certificate of Lien. This Section shall be modified by the addition of the following clause at the end of the paragraph allowing the Board of Director to delegate the execution of lien documents: "or by such persons, firms or organizations as the Board of Directors may designate."

Section 6.10. Lien/Collection Enforcement Fees and Interest. The Board of Directors shall have the authority to impose: interest and administrative late fees for the late payment of Assessments; return check charges; and reasonable Assessments for violation of the Declaration, the By-Laws and the Rules and Regulations of the Association (the Association Documents), and reasonable charges for damages to the Common Elements.

Section 6.11. Lien Amount Assessed. The revisions to the Ohio Revised Code have broadened the charges permitted by Section 6 "Covenant for Assessments; Lien for Assessments", the lien of the Association upon each Unit ownership interest, as well as the personal liability of the Unit owner, shall include any unpaid interest, administrative late fee, enforcement assessments, collection costs, insurance deductibles, attorney fees, paralegal fees and any other charges permitted by Statute or the Association Documents.

Section 6.12. Amount of Interest and Late Charges (Fees). The initial rate of interest charged by the Association shall be the rate of Eight percent (8%) per annum (as set forth in Section 6.7), on any Unit Owner or Unit monetary obligation, commencing from the due date of the obligation and continuing on the monthly remaining balance until the obligation is paid in full, which rate may be modified from time to time by the Board of Directors, and effective after thirty (30) days notice is first published, in the Rules and Regulation of the Association.

The initial amount of late charges shall be Five Dollars (\$5.00) per assessment installment (as set forth in Section 6.7), "Late Charges", which amount may be modified from time to time by the Board of Directors, and effective after thirty (30) days notice is first published, in the Rules and Regulation of the Association.

Section 6.13. Acceleration of Assessments. If any assessments are not paid within ten (10) days after the same has become due, the Board of Directors, at its option, without demand or notice, may declare the assessment and if a monthly assessment such monthly assessment, plus all monthly assessments remaining on the then current budget, immediately due and payable.

(6) USE RESTRICTIONS

Article IX of the DECLARATION OF CONDOMINIUM, entitled "USE

RESTRICTIONS" shall be amended by the deletion of Section 9.2 " No Roomers or Boards" and the replacement thereof with a new Section 9.2 "Lease or Rental" and Section 9.8 shall be modified by the addition of a new section 9.16 "Vacation of Antenna Prohibitions; FCC Antenna Rule".

Section 9.2. Lease or Rental. No Unit shall be rented for transient or hotel purposes or for use of Boarders, which shall be defined as: (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services. Other than the foregoing obligations, and subject to the Rules and Regulations, Unit Owners shall have the right to lease the same, provided that said lease is in writing and is made subject to the covenants and restrictions in this Declaration.

Section 9.16. Vacation of Antenna Prohibitions; Fcc Antenna Rule

The FCC has chosen to preempt the right to contract, effecting all private contracts (such as Condominium Documents) as well as municipal zoning and building statutes in an effort to promote the unlimited access to certain types of communications and media by imposing the permitted use of certain antennas and communication devices ("Antennas") upon private property owners. In order to avoid the possibility of strict liability for per se violation(s) of this unprecedented intrusion into the constitutional right of contract, "the Bylaws and the Declaration of this Condominium are Amended to delete any reference to restriction of the use and/or location of Antennas, including but not limited to, Article IX, Sections 9.8, of the Declaration and any provision in the Bylaws and Declaration shall be deemed not to preclude the use and location of Antennas, except as provided in the Rules and Regulations of this Condominium, as amended from time to time". The interpretation of the Antenna rules are evolving and therefore to avoid a continuing need to change the Condominium Documents to keep current with these rules, the Association's rules for all Antennas shall be set forth in the Rules and Regulations of this Condominium. (Any conflict between the provisions and terms of the Declaration, and the Bylaws and this Amendment shall be controlled by this Amendment).

(7) INSURANCE

Chapter XII of the DECLARATION OF COVENANTS, entitled "INSURANCE" shall be amended by the addition of a clause to Section 12.1 "Mandatory Insurance Though Association", the deletion and replacement of Section 12.2 "Trustee as Beneficiary" and Section 12.8 "Selection of Insurance Trustee", and by the addition of Section 12.11 "Cross-liability and Subrogation", Section 12.12 "Deductible", Section 12.13 "Prohibition Against Overlapping Insurance" and Section 12.14 "Contents/Person Property Insurance" immediately following Section 12.10:

Section 12.1. Mandatory Insurance Through Association.

Section 12.1 shall be amended by the addition of the following clause at the end of the last sentence of this Section, "if such Insurance Trustee has been appointed as set forth in Section 12.2."

Section 12.2. Trustee as Beneficiary.

The Board of Directors may, or at the written request of Unit Owners holding not less than fifty-one percent (51%) of the voting power of the Unit Owners of the Association shall, select an Insurance Trustee for the purposes herein set forth. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, for the form or contents of the policies, or the failure to collect insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their respective mortgagees.

Section 12.8. Selection of Insurance Trustee.

The Insurance Trustee may be any person, firm or organization with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall be bonded in an amount of not less than five million dollars (\$5,000,000.00).

Section 12.11. Cross-liability and Subrogation.

All Association insurance referenced in this Declaration, shall, where appropriate, contain the following clauses/provisions: (1) Cross-liability endorsements to cover liabilities of the Unit Owners as a group to an Owner; (2) No right of contribution from any insurance which may be purchased by the Association; and (3) A waiver and release of any right of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his/her/their family, his/her/their tenants, occupants of the Lot, guests and invitees, for any loss to the insured property.

Section 12.12. Deductible.

Any amounts paid by the Association on account of any insurance claim shall be a Special Individual Assessment (pursuant to Section 6.1(3) of the Declaration) against the Unit and the Owner or title holder thereof for which such claim was presented.

Section 12.13. Prohibition Against Overlapping Insurance.

No Unit Owner may purchase an individual policy of fire and extended

coverage insurance for his Unit or his interest in the Common Elements as real property. If irrespective of this prohibition, a Unit Owner purchases an individual policy insuring such Unit or interest, said Unit Owner shall be responsible to the Association for any loss or expense that such policy may cause in adjusting the Association's insurance and such amount of loss shall be a lien on his Unit and enforced in the manner provided for in the Declaration.

Section 12.14. Contents/Person Property Insurance.

A Unit Owner may purchase contents, improvements and betterments insurance coverage which may include, but not be limited to, and by way of illustration: furniture, furnishing, floor covering and/or finishes, wall covering or paint, ceiling covering, finishes or paint, doors, door jambs, pool, pool equipment and other personal property supplied or installed or owned by the Unit Owner.

Section 12.15. Liability and Other Insurance.

Section 12.15(A). Liability Insurance. As a Common Expense, the Association shall insure itself, the Board, all Unit Owners and occupants and all other persons lawfully in the possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Elements; such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one (1) accident.

Section 12.15(B). Prohibition. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Elements appertaining thereto.

Section 12.15(C). Insufficient Liability Insurance. In the event that the proceeds of any liability policy be insufficient, any deficit shall be charged to all Unit Owners as a Special Individual Unit Assessment.

Section 12.15(D). Other Insurance. The Association shall also obtain such additional insurance as the Board considers necessary, including without limitation fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association.

Section 12.15(E). Amount of Fidelity Coverage. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal the sum of three (3) months Common

Assessments, together with the reserve funds, if any.

Section 12.15(F). Notice of Cancellation or Substantial Changes. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least thirty (30) days prior to such cancellation or substantial change.

Section 12.15(G). Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually by the Board.

(8) FIRST RIGHT OF REFUSAL ON TRANSFER OF UNITS

Article XIII of the DECLARATION OF CONDOMINIUM, entitled "RIGHT OF FIRST REFUSAL" shall be amended by the deletion of the entire Article and the replacement thereof with a new Article XIII, as set forth below:

NOTICES REQUIRED ON TRANSFER OF INTEREST

Section 13.1. Notices to Association. The Association shall be notified by the transferor (Seller, Vendor, Lessor) and by the transferee (purchaser, vendee, lessee) of the transfer, by sale, land Contract, lease or rental or other transaction, transferring any interest in a Unit (or any change of such information, of the name, contact address, and emergency contact phone number for the purchaser, vendee, lessee, renter or other transferee, on or before thirty (30) days following such sale, contract, lease, rental or other transfer.

(9) REAL ESTATE SUBJECT TO THIS AMENDMENT

This Amendment affects all of the real estate described on EXHIBIT A and A(1)-(9), attached hereto and made a part hereof, being all of the real property associated with the FOX RUN CONDOMINIUM SECTION II.

All of the other terms and conditions of the Declaration and By-Laws, as amended, are hereby reaffirmed.

IN WITNESS WHEREOF, on this 28th day of July, 2015, this Amendment was signed by the President of the FOX RUN SECTION II HOMEOWNERS ASSOCIATION, INC., attesting to the change and the Secretary of the Association, who certifies that the Board of Directors for the Association has received the voted approval or written consent of Unit Owners holding at least seventy-five percent (75%) of the voting power of the Association.

Signed and Acknowledged

in the Presence of:

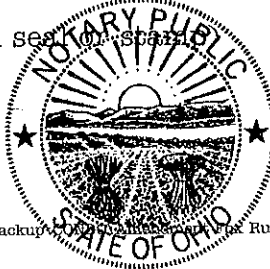
By: David M. Sonnycalb
David M. Sonnycalb, President

By: Judy Whitehead
Judy Whitehead, Secretary

STATE OF OHIO
COUNTY OF MONTGOMERY, SS;

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State on this 28th day of July, 2015, by David M. Sonnycalb, President, and Judy Whitehead, Secretary, of FOX RUN SECTION II HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation, on behalf of said Corporation.

(notarial seal of state)



ANN M. BLACKBURN, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 6, 2016

Ann M. Blackburn
Notary Public

C:\G on SEC1 Backup\Office\Business\Fox Run II 11th 10-14-14.wpd