

Dear VW Community Association Owner:

As part of our ongoing effort to operate, administer, maintain, and reasonably protect the VW Community Association community, we are proposing five amendments we hope you will approve for inclusion in our Declaration and Bylaws that (A) prohibits certain classified sexual offenders/child-victim offenders from living in or entering our community, (B) bans short-term leases, (C) enables the Association to send notices electronically, permits owners to vote by mail-in and electronic ballots, and allows virtual Association meetings, (D) requires Directors to be owners in good standing with the Association, and (E) indemnifies all current and future Directors, officers, and committee members for actions taken while serving the Association in good faith as volunteers. Your "consent" to the amendments is necessary for the amendments to become part of our governing documents.

AMENDMENT A: To protect the community from a potential safety risk, the Board is proposing an amendment to the Declaration that will prohibit sex offenders for whom sheriff notification is required from living in a home within our community association. The amendment only applies to those offenders for whom public notice of their intent to live within our community is sent by the sheriff. If we receive a notice from the sheriff that an offender is living in our community, our collective safety and property values are at risk, and so those individuals would be prohibited from residing on the property.

Note that the prohibition amendment is limited to banning offenders from living or residing within our Association; it does not ban an offender from owning a home within the Association, as this would potentially conflict with federal and Ohio law. Thus, while an offender could own a home in our community they cannot live here. With the passage of the amendment, owners will also not have to decide whether they need to disclose the presence of a serious sex offender when selling their lot.

AMENDMENT B: Our governing documents currently do not reflect changes in the way homes are being leased or sought for temporary housing or vacation rentals on the internet. We are concerned about personal safety in our community and the wear and tear on our common elements that could result from temporary or transient lease holders. The amendment is aimed at preventing leases using Air Bed and Breakfast (Air BnB) or Vacation Rentals By Owner (VRBO) type of internet services, and so it requires that any lease of a home to be a minimum of 90 days.

AMENDMENT C: With the continuing changes and improvements in electronic communications, this amendment permits the Association to take advantage of these changes to better communicate between the Association and owners, simplify Association business, and reduce costs to the Association.

First, this amendment permits the Association to send notices to you electronically, if you opt-in to do so. If you do not wish to receive notices electronically, you will of course continue to receive them by regular mail. *If you wish to receive notices electronically, you can opt-in to do so by including your email information on the enclosed consent ballot, otherwise again you will continue to receive notices by regular U.S. mail.*

This amendment also provides us with the flexibility to vote outside of a physical, in-person meeting. As we are all aware, the Covid-19 situation presents a problem for us to have a traditional annual meeting. We are proposing this amendment so that in the future, if this amendment passes, the Board will determine whether the Association will have its traditional, in-person meetings. If the Board determines not to hold the traditional meeting, then unit owners will be able to vote for new Board members either electronically or by mail-in ballot.

Finally, the amendment permits the Board to authorize the use of technology to conduct Association meetings virtually. If passed, we hope this amendment will ensure that active participation and involvement from everyone in our community will continue even if attendance at the meeting in-person is not possible.

AMENDMENT D: Our Bylaws have no requirements for serving on the Board. The current Board of Directors feels the Association would be better represented if Board members were required to be in good standing with the Association. This means they are current in payment of their assessments to the Association and that they are not actively engaged in litigation against the Association. This amendment also allows Board members to be removed for various reasons, including conviction of a felony. Finally, the amendment clarifies that only owners or spouses may serve on the Board and that only one person from the same home can serve on the Board at one time.

AMENDMENT E: At present, there is no adequate provision in the Bylaws for the reasonable protection of Directors, officers, or committee members who serve the Association in good faith on a voluntary basis. Most other associations provide comprehensive protection. This amendment adds that protection in our Bylaws. In addition to indemnifying former and present Directors, officers, or committee members, future Directors, officers, or committee members will be assured that they cannot be held personally liable for any reasonable decision the Board makes in good faith on the Association's behalf. On the other hand, the amendment does not protect Directors who break the law and intentionally violate their legal responsibilities to the Association.

Our governing documents require 75 percent approval of the Association's voting power to pass Amendments A, B, and C, and 51 percent approval is required to pass Amendments D and E. Voting remains open until the amendments are either approved or they fail.

Whether you are in favor of or against to the amendments, please sign, date, and return the enclosed "Consent Ballot" to our property management company, Reserve Realty Management, in the enclosed, self-addressed, stamped envelope. We appreciate your prompt response.

Should you have any questions about these amendments, please feel free to contact any Board member or Nancy-Anne Wargo, our community association manager, at (330) 467-0828. Thank you for your time and participation.

Sincerely yours,

THE BOARD OF DIRECTORS
VW COMMUNITY ASSOCIATION, INC.

Enclosures

Lot Address _____

Owner(s) _____
(Please Print)

**CONSENT BALLOT TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR VW COMMUNITY ASSOCIATION, INC.**

To the VW Community Association, Inc. Board of Directors:

I/We, the Owner(s) of the VW Community Association Lot identified above, indicate(s) below my/our vote in favor of or against the Amendments to the Declaration of Covenants, Conditions, and Restrictions for VW Community Association, Inc. ("Declaration") and the Bylaws of VW Community Association, Inc. ("Bylaws"), Cleveland, Ohio, attached as Pages 1 through 14 to this Consent Ballot. **(Instructions:** After reading the Amendments, please mark your vote in favor of *or* against each Amendment, then sign, date, and return this Consent Ballot to the Association, c/o Reserve Realty Management, 480 West Aurora Road, Sagamore Hills, Ohio 44067.):

IN FAVOR

AGAINST

AMENDMENT A: Prohibits sexual offenders, for whom the county sheriff must provide community notice, from residing in, occupying, or remaining on the property.

AMENDMENT B: Prohibits short term and partial home rentals.

AMENDMENT C: Permits notices to or from the Association to be sent by regular U.S. mail or by electronic communication to the extent permitted by Ohio and federal law, allows for authorized communications equipment to be used at Association meetings, and provides the ability to use mail in and electronic ballots for voting purposes at Association meetings.

AMENDMENT D: Requires Directors to be in good standing, permits only one person from the same unit to serve on the Board at one time, and modifies ability to remove Directors by remaining Directors.

IN FAVOR

AGAINST

AMENDMENT E: Indemnifies former, current and future Board members, officers, and committee members from personal liability when decisions are made in good faith on behalf of the Association.

The undersigned Owner(s) further grants a power of attorney to the Board of Directors of the VW Community Association, Inc. to execute the necessary documents to be filed with the Cuyahoga County Fiscal Office evidencing my/our consent, if granted, to the Amendments.

Signature of Owner

Date

Signature of Owner (If co-owned, both Owners should sign. If only one Owner signs, they state that they represent the entire vote of the Lot.)

Date

****I/we opt in to receive Association communications electronically at the following email address(es):*

1) _____
Email Address

2) _____
Email Address

LANGUAGE TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VW COMMUNITY ASSOCIATION, INC.

The Board of Directors for the VW Community Association, Inc. proposes that the Declaration of Covenants, Conditions, and Restrictions for VW Community Association, Inc. ("Declaration") and the Bylaws of VW Community Association, Inc. ("Bylaws"), Cleveland, Ohio, be amended as follows:

AMENDMENT A

INSERT a new DECLARATION ARTICLE XI, SECTION 16 entitled, "Occupancy Restriction." Said new addition, to be added to Page 22 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

16. Occupancy Restriction. A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot, including the Unit on the Lot, and from remaining in or on the Properties for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

DELETE DECLARATION ARTICLE XI, SECTION 15 entitled, "Leased Units," in its entirety. Said deletion to be taken from Page 22 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new DECLARATION ARTICLE XI, SECTION 15 entitled, "Lease of Units." Said new addition, to be added to Page 22 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

16. Lease of Units - To preserve property values and to protect and preserve the well-being of Owners and occupants, Lots, including the Unit, can only be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to and compliance with the following provisions:

- A. Lease terms must be for at least 90 consecutive calendar days; all short term rentals that are less for a period of 90 consecutive days are prohibited;
- B. If any lessee or tenant vacates the Unit within 90 days of the commencement of the lease or occupancy of the Unit, the Unit may not be re-leased until the minimum 90 consecutive rental days have passed;
- C. Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;
- D. No Unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;
- E. The rental of a Unit cannot include hotel, transient, or lodging services, including any meals, use of the kitchen for food preparation or service, bed and breakfast, vacation rental or similar room provisions and services in connection with food or beverage, maid service, the furnishing of laundry or linen, bell service, or similar services;
- F. No Unit may be sub-leased, sublet, or rented by a tenant;
- G. No individual room, part, or sub-part of any Unit may be leased, let, or rented;
- H. The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;
- I. The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;
- J. When an Owner leases their Unit, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and Unit and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association properties;
- K. The Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any occupant of the Unit, or the Owner of the Unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. The Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner and the Owner's account and is a lien against that Lot.

L. Any land contract must be recorded with the Cuyahoga County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not meeting the requirements of this sub-section L is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section L is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

M. The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Article XI, Section 15, as amended, and in furtherance of the preservation of the VW Community Association as an owner-occupied community and against the leasing of Lots, including the Units, for investment or other purposes. The Board has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Owner of such Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Article XI, Section 15, as amended.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots, including the Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

DELETE DECLARATION ARTICLE XII, SECTION 9 entitled, “Notices,” in its entirety. Said deletion to be taken from Page 28 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new DECLARATION ARTICLE XII, SECTION 9 entitled, “Notices and Other Actions and Communications.” Said new addition, to be added to Page 28 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

9. **Notices and Other Actions and Communications.** For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

A. **Service of Notices on the Association and Board.** All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

- (1) by regular U.S. mail, first-class postage prepaid, or
- (2) delivered in accordance with Paragraph C below, to the Board President, to any two other Directors, to the Association at the

address of the Properties, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

B. Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

- (1) personally delivered to the Owner;
- (2) placed under or attached to the front or main entry door of the Owner's Unit;
- (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Unit address or to another address the Owner designates in writing to the Board; or
- (4) delivered in accordance with Paragraph C below. If there is more than one person owning a single Lot, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Lot.

C. New Communication Technologies.

(1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs A and B above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

- (a) any notice required in the Declaration or Bylaws to be sent or received;
- (b) any signature, vote, consent, or approval required to be obtained; and
- (c) any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is subject to the following:

- (a) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice

of delinquency of any payment due, by either of the methods identified in Paragraph B(1)-(3) above.

(b) For voting on matters other than the election of Board members, the process for which is outlined separately in Bylaws Article V, Section 5, as amended, Association may provide for voting by electronic mail or other transmission technology.

(c) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in Paragraph B(1)-(3) above.

DELETE BYLAWS ARTICLE IV, SECTION 4 entitled, "Notices of Meetings" in its entirety. Said deletion to be taken from Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new BYLAWS ARTICLE IV, SECTION 4 entitled, "Notice of Meetings." Said new addition, to be added to Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

Section 4. Notice of Meetings. Written notice of each meeting of Members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Declaration Article XII, Section 9, as amended, at least fifteen days before the meeting, to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The Board may opt to provide an annual schedule of meetings within the first quarter of the calendar year. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon. Waiver by a Member of the notice required herein, signed by him before or after such meeting, will be equivalent to the giving of such notice.

If the meeting is held via Authorized Communications Equipment, as defined in Bylaws Article IV, Section 9, as amended, the meeting notice must include any applicable links, access codes, password, telephone numbers, and/or other pertinent information that is necessary to allow the Member to participate at the meeting via the Authorized Communications Equipment.

DELETE BYLAWS ARTICLE XI, SECTION 6 entitled, "Notices," in its entirety. Said deletion to be taken from Page 11 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new BYLAWS ARTICLE XI, SECTION 6 entitled, “Notices and Other Actions and Communications.” Said new addition, to be added to Page 11 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

Section 6. Notices and Other Actions and Communications. All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Owners must be delivered in accordance with Declaration Article XII, Section 9, as amended.

MODIFY BYLAWS ARTICLE IV, SECTION 5 entitled, “Quorum.” Said modification, to be made on Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows (deleted language is crossed-out; new language is underlined):

Section 5. Quorum. Except as otherwise provided in the Declaration (including, specifically, Section 7 of Article V thereof) or these Bylaws, the presence at a meeting of Members either in person or their proxies at a physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment approved by the Board for meetings that are held via Authorized Communications Equipment, entitled to cast one-third (1/3) of the votes of the entire membership constitutes a quorum for any action. Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article IV, Section 6, as amended, also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is a Member that is eligible to vote and to maintain a record of any vote. If, however, a quorum is not present or represented at any meeting, the Members or their proxies present and entitled to vote thereat ~~shall~~ will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum ~~shall~~ will be present or be represented. Provided, however, that such meeting will not be adjourned more than three (3) times. On the third ~~such~~ such adjourned meeting, the one-fourth (1/4) of the members of the entire membership present at ~~such~~ a meeting will constitute a quorum.

DELETE BYLAWS ARTICLE IV, SECTION 6 entitled, “Proxies,” in its entirety. Said deletion to be taken from Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new BYLAWS ARTICLE IV, SECTION 6 entitled, “Voting Methods.” Said new addition, to be added to Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

Section 6. Voting Methods. Prior to sending the notice for any meeting, as required by Bylaws Article IV, Section 4, as amended, and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article IV, Section 9, as amended, voting will be conducted via one of the following methods:

(a) Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, Members may vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the Member entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the Member.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail or through the use of Electronic Voting Technology that is approved by the Board. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Member's intent to cast a ballot on a matter in the way identified by the Member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Members no later than the date the meeting notice is sent to the Members in accordance with Bylaws Article IV, Section 4, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Member were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, voting may be conducted in person or by proxy, as provided for in Bylaws Article IV, Section 6(a) above, as amended, and in addition the Board may authorize the Members to vote by mail or Electronic Voting Technology as provided for in Bylaws Article IV, Section 6(b) above, as amended.

Any ballots, regardless of method, received subsequent to the calling of the vote at the meeting will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are common expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

MODIFY BYLAWS ARTICLE IV, SECTION 7 entitled, "Informal Action by Members." Said modification, to be made on Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows (deleted language is crossed-out; new language is underlined):

Section 7. Informal Action by Members. With the exception of electing Directors as provided for in these Bylaws, Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the minute book of the Association.

INSERT a new BYLAWS ARTICLE IV, SECTION 9 entitled, “Conduct of Meetings.” Said new addition, to be added to Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

Section 9. Conduct of Meetings. Prior to the meeting notice being sent to the Members in accordance with Bylaws Article IV, Section 4, as amended, the Board will determine whether the meeting will be conducted physically so that the Members may attend in person, or by the use of Authorized Communications Equipment. “Authorized Communications Equipment,” as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of, the Member.

If Authorized Communications Equipment is used, the persons utilizing the Authorized Communications Equipment must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the president, chair, or other person designated by the Board moderating the meeting, may silence or mute the Authorized Communications Equipment utilized by Members to attend the meeting, unless the Member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board’s purpose or reason for not conducting an in-person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board’s meeting minutes.

DELETE BYLAWS ARTICLE V, SECTION 4 entitled, “Nomination,” in its entirety. Said deletion to be taken from Pages 3-4 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new BYLAWS ARTICLE V, SECTION 4 entitled, “Nominations.” Said new addition, to be added to Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

Section 4. Nominations. Nominations for the election of Directors to be elected by the Owners will be made by a nominating committee appointed by the Board, or if the Board fails to appoint a nominating committee, by the Board itself. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article V, Section 3, as amended. Prior to the meeting, the nominating committee will establish a process and deadlines by which any Owner may submit their name to the nominating committee as a candidate, and the nominating committee must nominate that Owner if that Owner satisfies all the qualifications to be a Director as further provided for in Bylaws Article V, Section 3, as amended. If there are fewer nominees than vacancies, the nominating committee must nominate additional member(s) to be elected prior to the ballots being sent to the Owners so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Nominations must be made prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article IV, Section 4, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Owners no later than the sending of the meeting notice.

DELETE BYLAWS ARTICLE V, SECTION 5 entitled, "**Election**," in its entirety. Said deletion to be taken from Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new BYLAWS ARTICLE V, SECTION 5 entitled, "**Election of Directors**." Said new addition, to be added to Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

Section 5. Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article IV, Section 6, as amended. The Association is not required to send ballots to the Owners via any method if there are an equal number of nominations as there are candidates, and the terms for all open positions are equal; in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those Owners while also maintaining the integrity of the voting process to ensure each Owner has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of Director positions up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the Owner(s) voting, and will be used as a record of receipt of the Owners' ballot as well as to determine quorum. If the Signature Envelope is not signed by the Owner(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Owners, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes will be elected. Ties will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if the Board fails to appoint a nominating committee, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all

nominated candidates meet the qualifications to serve as a Director, (ii) receiving, verifying, and opening any ballots that are cast in person or by mail, (iii) receiving, verifying, and opening any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting, and the chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and ensuring the election results are provided to all Owners no later than fifteen days after the meeting.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

DELETE BYLAWS ARTICLE V, SECTION 3 entitled, “Number, Term and Qualification,” in its entirety. Said deletion to be taken from Pages 3-4 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665.

INSERT a new BYLAWS ARTICLE V, SECTION 3 entitled, “Number, Term and Qualification.” Said new addition, to be added to Page 3 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

Section 3. Number, Term and Qualification. The Board will consist of five Directors. Each Director must be an Owner or the spouse of an Owner. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that owner. No Lot may be represented by more than one person on the Board at any one time. Directors must also be in good standing. Good standing requires the Director not be an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that Member’s capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. In addition to the provisions of Bylaws Article IV, Section 6, a majority of the remaining Directors may remove any Director who ceases to meet such good standing qualifications during their term. Any current Director not in good standing, as defined in this Section, at the time this amendment is recorded with the Cuyahoga County Fiscal Office, has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

At each annual meeting, the Members will elect the number of Directors needed to fill the vacancy or vacancies created by the Director(s) whose term(s) is expiring, to serve for a term of three years (except in the case of the filling of a vacancy, in which case the Director elected to fill the vacancy will be elected for the unexpired term of the Director whose vacancy is being filled).

The term of office of the Directors will be staggered so that, except for an election to fill a vacancy or to fill a newly-created directorship, the terms of not less than one nor more than three Directors will expire at each annual meeting. Each Director will hold office until their death, resignation, retirement, removal, disqualification, or their successor is elected and qualified.

The Members of the Association may, by a majority of the votes cast at any duly called annual or special meeting of the Members at which a quorum is present, increase or decrease the number of Directors of the Association, provided, however, that the number of Directors may not be increased to more than nine nor decreased to less than five without amendment of these Bylaws.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6 entitled, "Removal." Said new addition, to be added to Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

In addition, the Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

- (a) by order of court, the Director has been found to be of unsound mind,
- (b) the Director files for bankruptcy or has been adjudicated bankrupt,
- (c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years,
- (d) the Director is are no longer a member in good standing as defined above,
- (e) the Director is physically incapacitated in such a manner that prohibits the Director for voting or participating in Board meetings, or
- (f) the Director fails to attend three consecutive meetings.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications and removal of Directors. 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 of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT F

INSERT a new BYLAWS ARTICLE XII entitled, "INDEMNIFICATION." Said new addition, to be added to Page 11 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301160665, is as follows:

ARTICLE XII INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty(ies) to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

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

Section 2. 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.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

Section 4. Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as a Member).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article constitutes a common expense. The Board has the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any owners 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 Member's pro rata share bears to the total percentage interest of all the Members as Association Members.

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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

