

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
OLENTANGY, THE CONDOMINIUM AND BYLAWS OF OLENTANGY, THE
CONDOMINIUM UNIT OWNERS' ASSOCIATION**

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of Condominium Ownership for Olentangy, The Condominium and Bylaws of Olentangy, The Condominium Unit Owners' Association has been filed with the Deputy Auditor of Franklin County, Ohio, this _____ day of _____, 202__.

DEPUTY AUDITOR OF FRANKLIN COUNTY,
OHIO

By:

This Instrument prepared by Christopher C. Isbel, Esq., Williams & Strohm, LLC, Attorneys at
Law, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR
OLENTANGY, THE CONDOMINIUM AND BYLAWS OF OLENTANGY, THE
CONDOMINIUM UNIT OWNERS' ASSOCIATION**

This Amendment to the Declaration of Condominium Ownership for Olentangy, The Condominium and Bylaws of Olentangy, The Condominium Unit Owners' Association is made this _____ day of _____, 202____.

RECITALS

A. Olentangy, The Condominium, (the "Condominium") is a condominium created under Ohio's condominium law (Ohio Revised Code Chapter 5311) pursuant to the filing of a Declaration of Condominium Ownership (the "Declaration") and the Bylaws of Olentangy, The Condominium, Unit Owners' Association (the "Bylaws") on December 14th, 1982, which is recorded at Official Records 2294 A-01 and Official Records 2294 D-07 respectively, Official Records of Franklin County, Ohio.

B. Pursuant to the provision of Article XXI, Section 2 of the Declaration and Article VI, Section 2 of the Bylaws, the undersigned officers of the Association hereby certify that the following amendment has been promulgated according to the terms of the Declaration and By-Laws, and that at least 75% of the voting power of the Association has consented to this Amendment and the provisions thereof.

C. NOW THEREFORE, Article IV, Purpose and Restriction on the Use of Condominium Property, Section 2. Restrictions on Use, subsection (l), of the Declaration shall be entirely amended to read as follows:

"Notwithstanding any other provision of the Declaration or Bylaws, no more than fifty (50) of the Units in the Condominium shall be subject to any leasehold interest, unrecorded land contract interest, or general tenancies in persons other than the owner of the Unit, and all other Units shall be occupied by an owner thereof with the exception of members of the "immediate family" of the Unit owner. For the purposes of this amendment, "immediate family" shall mean a Unit owners' children, siblings, parents, grandparents, grandchildren, and/or nieces and nephews. This provision shall become effective on the day when this amendment is filed with the Recorder of Franklin County, Ohio; provided that this amendment shall not affect the existing term of any lease, unrecorded land contract or other general tenancies then in effect nor any Unit then under lease at the time of recording or occupied by immediate family members as defined above. Further, Units subject to leasehold interest, unrecorded land contract interest, or general tenancies shall count toward the fifty (50) Unit rental limit as set forth above, and if exceeded by any such Unit, then that Unit shall be exempt from the fifty (50) Unit limit but shall be subject to loss of status and all other provisions as set forth herein.

Units occupied by immediate family members as defined above shall not count toward the fifty Unit limit described herein. As previously stated, for the purpose of this amendment, members of the "immediate family" shall mean a Unit owner's children, siblings, parents, grandparents, grandchildren, and/or nieces and nephews. Units occupied by immediate family members are subject to the same registration requirements as well as rules and regulations promulgated by the Board of Directors..

Any Unit currently under lease, unrecorded land contract or other general tenancies at the time of recording shall be deemed a "Rental Unit." A Rental Unit shall retain the ability to be leased or subjected to general tenancies until such time as: (1) the Rental Unit is sold, conveyed, or transferred in any manner; (2) the Rental Unit is vacant for a period of ninety (90) consecutive days; (3) the Unit owner fails to appropriately register the Unit as a Rental Unit according to the procedures set forth herein; or (4) the Association is forced to initiate an eviction proceeding against a tenant of a Rental Unit pursuant to 5311.19(B) and receives a judgment entry in its favor in that action. Upon the occurrence of any event set forth herein, a Rental Unit shall lose its status as a Rental Unit.

To register a Unit as an existing Rental Unit, the Unit owner must advise the Board in writing within sixty (60) days from the date this Amendment is recorded that the Unit is subject to a current lease, unrecorded land contract or other general tenancies and provide documentary evidence, such as a copy of a current lease or of a recorded land contract.

The Association shall have the power to promulgate rules and regulations to interpret and administer this provision, including the power and authority to make exceptions to these leasing restrictions for unique family or ownership circumstances and/or for other hardship reasons, which exceptions, if granted, shall allow Units to be leased or subjected to general tenancies on a temporary basis and no longer than one (1) year. All hardship requests must be submitted to the Board in writing and must receive written approval from the Board. The Board's failure to or delay in responding to a hardship request shall at no time be considered an approval of the request. Further, no Unit will be eligible for a hardship exception until and unless the owner(s) of the Unit have resided in the Unit for a period at least one (1) year.

This provision shall not restrict the right of an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to rent the Unit so acquired.

Further, to the extent that leases are permitted hereunder, all leases must be in writing, no lease may be of less than an entire Unit, and no lease shall extend longer than one (1) year, unless the lease term is a month-to-month extension of an existing one year lease. A copy of the written lease must be provided to the Board.

No Unit or part thereof shall be rented or used for transient or hotel purposes. The term "transient" shall be defined as rental for any period less than twelve (12) consecutive months. The term "hotel purposes" shall be defined as (i) rental under which occupants are provided

customary hotel services such as room service for food or beverages, maid or cleaning services, the furnishing of laundry, linens or toiletries and accessories, busboy service, and any other similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only.

Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Declaration, Bylaws, and Rules and Regulations of the condominiums shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the occupants of the Unit and the time during which the lease term shall be in effect. Within thirty (30) days from the date the occupants take possession of the Unit, the Unit owner shall provide the board with the home and business mailing addresses of the occupants, the home, business, and mobile telephone numbers of the occupants, and if the Unit is managed by a third party, the name, address, and telephone number of the managing agent for the Unit.

If any Unit owner or tenant fails to abide by these rules for rental Units or the rules of the Condominium and this Declaration and By-laws, in addition to any other enforcement powers under Ohio law which the Board may possess, the Board may commence an action for eviction in any Court of competent jurisdiction, in the name of the Unit owner and as owner's agent for this sole purpose and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the owner of the Unit related to any such violation(s). Any costs so incurred by the Association shall be the subject of a special individual Unit assessment against the offending Unit and made a lien against the offending Unit, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth.”

A Unit Owner shall not have an ownership interest in more than two (2) Units at one time. A Unit Owner having an ownership interest in two (2) Units shall reside in one of the Units. If the maximum number of leased Units is reached, no further leases shall be permitted and Unit Owners who then desire to lease their Units shall place their names on a waiting list with the Association, subject to reasonable rules and regulations adopted by the Board from time to time.

D. Article IV, Purpose and Restriction on the Use of Condominium Property., Section 2. Restrictions on Use., subsection (M) Sexual Offenders, of the Declaration shall be added and read as follows:

No person who is classified as a Tier I sex offender/ child victim offender, Tier II sex offender/ child-victim offender, or Tier III sex offender/ child-victim offender under Ohio law or who is required to register with a law enforcement agency or other designated entity as a sex offender/ child-victim offender pursuant to the Ohio sex offender registration laws, or any similar statute from another jurisdiction, as the same may be from time to time amended, may reside in or occupy any Unit for any length of time; provided, however, that this provision shall not affect any sexual offender residing in or occupying a Unit at the time this provision becomes effective.

Further, if any person residing in or occupying a Unit at the time this provision becomes effective thereafter becomes classified as a sex offender/ child-victim offender or is required to register as a sex offender/ child-victim offender as set forth above, that person immediately shall be subject to the restrictions set forth in this provision and shall not be permitted to continue to reside in or occupy any Unit.

The Association may enforce this provision by commencing an action and seeking an Order in any Court of competent jurisdiction to enjoin such person(s) from occupying or residing in a dwelling on any Unit and all costs of such injunction and enforcement, including reasonable attorney fees, shall be charged to the Unit Owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending Unit and made a lien against the offending Unit, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth.

The Association shall not be liable to any Unit Owner or occupant, or to anyone visiting any Unit owner or occupant or coming onto the Condominium property, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to report the presence of such a person or to enforce the provisions of this subsection.

E. Article IX, Association., of the Declaration shall be amended to read as follows:

Not later than the date the deed or other evidence of ownership is filed for record following the sale of the first Ownership Interest, the Developer shall cause to be formed an Association, which may be an Ohio not-for-profit corporation, for the administration of the Condominium Property, to be called Olentangy Condominium Association or a name similar thereto, which shall administer the Condominium Property subject to the provisions of Article XIII hereof. Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition by such member of his Ownership Interest, at which time the successor Unit Owner shall become a member of the Association. Voting rights of Unit Owners shall be apportioned on the basis of one (1) vote for each Unit in the Condominium. The Association shall be governed by By-laws in the form of the By-laws attached hereto as Exhibit A, which By-laws may be amended from time to time as therein provided. The By-laws may contain, in addition to the provisions required to be included therein by Chapter 5311, any further provisions permitted by law, deemed by the Association to be desirable and not inconsistent with this Declaration. *The business of the Association shall be conducted by a duly elected Board of Directors pursuant to the By-Laws. The number and terms of the Directors may be amended with a vote of not less than a majority of the voting power of the Unit Owners, provided no less than one-third of the Directors shall expire annually.*

F. Article XII, Section Common Expenses and Assessments., Section 10. Capital Contribution Fee., shall be added and read as follows:

“Capital Contribution Assessment. After the recording of this Amendment, each purchaser of a Unit must make, at the time such purchaser acquires title to a Unit, an initial capital

contribution to the Association in an amount equal to two times the then operating assessment's monthly installment amount attributable to said Unit as described in Article XII, Section 1. For purposes of this provision, the term "purchaser" does not apply to any transferee taking title to a Unit as the result of a transfer that qualifies for an exemption from the conveyance fee payable to the Franklin County Auditor pursuant to Ohio Revised Code 319.54(G)(3). This initial capital contribution assessment shall be the personal obligation of the purchasing Unit Owner, and it will directly benefit the Association by being deposited in the Association's reserve fund for the purpose of funding the maintenance, repair, and replacement of major capital items located on the Condominium Property. The initial capital contribution assessment is not an escrow or advance and is not refundable. A Unit Owner selling his/her/its Unit must notify the purchaser of the Unit of the initial capital contribution assessment prior to transfer of the Unit's title. The failure of a selling Unit Owner to inform the purchasing Unit Owner of the initial capital contribution assessment does not affect the purchaser's obligation to pay the initial capital contribution assessment upon acquiring title to a Unit or the Association's ability to levy the initial capital contribution assessment in the manner outlined in Article XII, Section 1. The Board may adopt and enforce rules and/or definitions in furtherance, but not in contradiction of these provisions, including without limitation, rules to address and eliminate or circumvent the meaning or intent of this Article XII, Section 10."

G. Article XVIII, Remedies for Breach of Covenants and Rules., of the Declaration shall be amended to read as follows:

If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any covenant or provision herein or in the By-laws contain or any of the rules, the Association shall have the right, in addition to the rights provided by law (a) to enter any Unit in which four as to which such violation or breach exists into summarily abate and remove, at the expense of the Owner of such Unit, any structure, thing or condition that may exist there in contrary to the intent and meaning of the provisions thereof and hereof, and the Association, or its agent, shall not thereby be deemed guilty in any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or inequity, the continuance of any breach; or (c) to levy a Charge against such Unit Owner which may, but need not be, related to the expense of curing or correcting such violation and may be in the nature of a fine or penalty, provided that, and such latter event, a schedule of uniform fines or penalties has been theretofore approved by the Board. *The Association shall have the right to assess reasonable charges for the costs of enforcement to any Unit Owner who fails to comply with the Declaration and Bylaws (or any amendments thereto) or the rules and regulations, or applicable law as an Assessment pursuant to Article XII, Section 1 of the Declaration, regardless of whether the Association commences a civil action against the Unit Owner. Accordingly, the Association need not obtain a court order or an award of damages from a court of law, settlement agreement, mediation, or other another type of alternative dispute resolution in order to recover all costs of enforcement from a Unit Owner through an Assessment pursuant to Article XII, Section 1 of the Declaration. Costs of enforcement include, without limitation, attorney fees, paralegal fees, court costs, and filing fees. This provision shall not limit or modify the Association's rights under the Declaration and Ohio Revised Code*

Chapter 5311, including, without limitation, the right to immediately assess Unit Owners collection costs and reasonable attorney fees incurred in the collection of assessments.

H. Article XIX, Insurance., Section 1. Insurance., (e) Unit Owner Insurance., of the Declaration shall be amended to read as follows:

Unit Owner Insurance. Each Unit Owner ~~may~~*shall* obtain his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtain as part of the common expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Unit Owners. Each Unit Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Unit without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency and any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

I. Article XX, General Provisions., Section 11 Additional Uses for Assessments., of the Declaration shall be added and read as follows:

(a) Assessments, charges, and fees collected by the Association may be used for social activities pursuant to O.R.C. 5311.081 (11) in addition to all other such purposes described herein or in the By-laws so long as the social activity expenditure is equal to or less than 0.35% of the total Budget of the Association and not tied to any political party, political group, candidate for elected office, activist group, and/or local or state ballot initiative.

J. Article XX, General Provisions., Section 11 Additional Uses for Assessments., of the Declaration shall be added and read as follows:

(a) Or (b) Assessments, charges, and fees collected by the Association may be used for charitable contributions pursuant to O.R.C. 5311.081 (11) in addition to all other such purposes described herein or in the By-laws so long as the social activity expenditure is equal to or less than 0.1% of the total Budget of the Association and not tied to any political party, political group, candidate for elected office, activist group, and/or ballot initiative.

K. Article I, The Association., Section 5 Voting Rights., of the Bylaws shall be amended to read as follows:

Except as otherwise provided herein or in the Declaration, the aggregate number of votes shall be equal to the number of Units included in the condominium and shall be apportioned among Unit Owners on the basis of one vote for each such Unit. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interest in the Ownership Interest of a Unit such persons shall designate one such Owner to exercise the voting rights appertaining to the Unit. Business organizations shall likewise designate the person to exercise voting rights appertaining to a Unit owned by such business organization. Such designation shall be valid until revoked. ~~Members may vote or act in person or by proxy.~~ *Members may vote in person, by proxy, by directed proxy, absentee ballot, mail-in ballot, electronically, and by any other reasonable means as the Board approves from time to time. The Board may also adopt rules and regulations regarding the process of voting from time to time.* The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf and designation of a representative as hereinabove provided, shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy or of a representative shall not affect any vote or act previously taken or authorized. A fiduciary for a Unit Owner four of the estate of a Unit Owner may vote as though he were the Unit Owner when he has furnished to the Association proof, satisfactory to it, of his appointment and qualification as: an executor under the last will of a deceased Unit Owner; an administrator of the estate of a deceased Unit Owner; a guardian, committee, or conservator of the estate of a ward or incompetent who is a Unit Owner; a trustee and bankruptcy of a Unit Owner; hey statutory or judicial receiver or liquidator of the estate or affairs of a Unit Owner; or an assignee for the benefit of creditors of a Unit Owner. When any other fiduciary or representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner. The Developer or its nominee shall exercise voting rights with respect to any Unit owned by the Developer.

L. Article I, The Association., Section 6 Meetings of the Members., (a) Annual Meeting.; of the Bylaws shall be amended to read as follows:

The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at ~~the office of the Association, or at such other place as may be designated by the Board and specified in the notice of such meeting, at 8:00 o'clock p.m., or at such other time as may be designated by the Board and specified in the notice of the meeting.~~ *a date, time and location to be determined by the Board and indicated on the notice of the annual meeting.* The first annual meeting of members of the Association shall be held on a date specified by the Developer in accordance with Article XIII of the Declaration. Thereafter, the annual meeting of members of the Association shall be held ~~on the first Monday of May of each year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day~~ *no more than fourteen (14) months from the date of the previous year's annual meeting.*

M. Article I, The Association., Section 6 Meetings of the Members., (d) Quorum; Adjournment.; of the Bylaws shall be amended to read as follows:

At any meeting of the members of the Association, the members of the Association ~~holding a not less than thirty five percent (35%) of the percentage of interest in the Condominium Property,~~ present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Association at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

N. Article I, The Association., shall have a new Section 8. Methods of Meetings of the Members of the Bylaws which shall read as follows:

The Board of Directors, in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the members including, but not limited to, a meeting called for the purpose of electing a director or directors pursuant to the provisions the Bylaws (including amendments to the Bylaws), whereby members may be permitted and/or exclusively allowed to attend the meeting "in person" by the use of "Authorized Communications Equipment". Attending the meeting by the use of Authorized Communications Equipment shall count towards the requirement for a quorum of the meeting. For the purposes of this Section, "Authorized Communications Equipment" shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the member or Director involved and, with respect to meetings, affords all persons participating in the meeting an Opportunity to contemporaneously communicate with each other.

Any member who uses Authorized Communications Equipment under this Section is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of Authorized Communications Equipment. The Board may adopt procedures and guidelines for the orderly operation of a meeting and voting, and any and all other actions as set forth in Chapters 1702 and 5311 of the Revised Code of Ohio.

O. Article II Board of Managers., Section 6. Regular Meetings., shall be amended to read as follows:

“Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four such meetings shall be held during each

fiscal year. *The meeting notices of the Board, may be delivered electronically to each member of the Board.*”

P. Article II. Board of Managers., Section 7. Special Meetings., shall be amended to read as follows:

“Special meetings of the Board may be held at any time upon call by the President, or a majority of Board members. Written notice of the time, *date*, and place of each such meeting shall be given to each Board member by personal delivery or by mail, ~~telegram~~, *e-mail*, or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided however, that attendance of any Board member at any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed a waiver by ~~him~~ that *Board member* of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization regular or special meeting.”

Q. Article II, Section 2. Number and Qualification., of the Bylaws, shall be amended to read as follows:

(a) The Board to be elected at the first annual meeting and thereafter shall consist of not less than that number which is two more than the number of phases then comprising the Condominium Property, nor more than eleven (11) members. Not less than two (2) members of the Board shall be elected at large from among all Unit Owners and one member shall be elected from each phase by class as hereinafter provided. ~~Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the initial Board by Developer need not be a Unit Owner to serve on the Board. Each other person nominated or elected to the Board shall be a Unit Owner and, in the case of members of the Board elected by voting class as here and after provided, shall be a Unit Owner of the phase of the condominium constituting that class.~~

(b) *Nominations for the election of Directors to be elected by the Unit Owners may be made by the Board and may be made by nominations from the floor at the meetings. Board members shall be elected pursuant to Article I, Section 5 herein.*

(c) *In order to be eligible for election to the Board of Directors, nominees must be a Unit Owner, Spouse of a Unit Owner, of the Unit is not owned by an individual, a member of the LLC, a principal, director, officer, or employee of the entity Owner; a nominee shall have no pending lawsuit or dispute with the Association, including, but not limited to, claims with the Ohio Civil Rights Commission or any other governmental agency; and a nominee may not be associated*

by ownership, spouse of the Owner, or affiliated with an entity Owner that is delinquent in assessments or authorized charges levied by the Board.

R. All other provisions of the Declaration and the Bylaws and all amendments thereto not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

S. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

T. If any portion of this Amendment shall be deemed unenforceable by a court of controlling jurisdiction, the invalid provisions shall be struck, and the remaining portions of the Amendment shall remain in effect.

IN WITNESS WHEREOF, the President and Secretary of Olentangy, The Condominium, Unit Owners' Association have hereunto set their hands this ____ day of _____, 2023.

President

Secretary

Printed

Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named _____, President and _____ Secretary of Olentangy, The Condominium, Unit Owners' Association, and swore the signing hereof to be of their own free and voluntary act and that the same is true this _____ day of _____, 202__.

NOTARY PUBLIC

BALLOT FOR VOTING

Olentangy, The Condominium, Unit Owners' Association

OWNER APPROVAL OR DISAPPROVAL

(Mark with an "X" after Yes or No to indicate your choice; one vote per Unit; each vote counted using the par value associated with the Unit)

I/We have read the proposed amendments to the Declaration and Bylaws herein and hereby cast a vote per proposed amendment as described in the attached recordable amendment with the corresponding indicator as follows:

C. Amending the Declaration in Article IV, Section (2)(1) Restriction Use., adds additional leasing restrictions including a minimum term of one year for leases, a leasing cap, reporting standards for owners when they lease their Unit, prohibiting single room rentals.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

D. Amending the Declaration in Article IV, Purpose and Restriction on the Use of Condominium Property., Section 2. Restrictions on Use., subsection (M) Sexual Offenders., to prohibit Tier I, Tier II, and Tier III sex offender/child-victim offender from residing in a Unit on the Condominium Property.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

E. Amending the Declaration in Article IX, Association., to provide the members with the ability to change the number of directors on the Board and the length of their terms with a majority vote of the Unit Owners.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

F. Adding to the Declaration in Article XII, Section Common Expenses and Assessments., Section 10. Capital Contribution Fee. that creates capital contribution payable by purchasers of Units in the amount equal to two months of regular assessments.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

G. Amending the Declaration in Article XVIII, Remedies for Breach of Covenants and Rules., to provide for the Association to recover costs, including legal costs, filing fees, and court costs, associated with enforcement of the governing documents or the Association's rules and regulations.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

H. Amending the Declaration in Article XIX, Insurance., Section 1. Insurance., (e) Unit Owner Insurance., by requiring owners to purchase insurance as described in the section.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

I. Adding to the Declaration a new Article XX, General Provisions., Section 11 Additional Uses for Assessments., to permit the Association discretion to use assessments for social activities pursuant statutory update in O.R.C 5311.080 (11).

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

J. Adding to the Declaration a new Article XX, General Provisions., Section 11 Additional Uses for Assessments., to permit the Association discretion to use assessments for charitable contributions pursuant statutory update in O.R.C 5311.080 (11).

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

K. Amending the Bylaws in Article I, The Association., Section 5 Voting Rights., to expand the ways members may vote with various methods for voting as determined by the Board from time to time.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

L. Amending the Bylaws in Article I, The Association., Section 6 Meetings of the Members., (a) Annual Meeting., provide more flexibility to the Association in scheduling the annual membership meeting.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

M. Amending the Bylaws in Article I, The Association., Section 6 Meetings of the Members., (d) Quorum: Adjournment., to remove the 35% quorum requirement so the quorum for meetings is those persons that show in person or by proxy

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

N. Amending the Bylaws in Article I, The Association., to have a new Section 8. Methods of Meetings of the Members., to add the ability for members to attend meetings virtually.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

O. Amending the Bylaws in Article II Board of Managers., Section 6. Regular Meetings., to permit notices for Board meetings to be delivered electronically.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

P. Amending the Bylaws in Article II Board of Managers., Section 7. Special Meetings., to revise the permitted ways to receive and give notice for a special meeting of the Board.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

Q. Amending the Bylaws in Article II Board of Managers., Section 2. Number and Qualification., to adopt eligibility requirements and nomination process for directors to serve on the board.

_____ Yes, I vote for the amendment or _____ No, I vote against the amendment.

Signed this _____ day of _____, 2023.

Address

Owner

Owner