

**LANGUAGE TO AMEND THE AMENDED AND CONSOLIDATED DECLARATION OF
PROTECTIVE COVENANTS FOR HUNTINGTON HILLS CIVIC ASSOCIATION, INC.**

Amendment B revised due to changes made by the Township

The Board of Directors for the Huntington Hills Civic Association, Inc. proposes that the Amended and Consolidated Declaration of Protective Covenants for Huntington Hills Civic Association, Inc. ("Declaration") and the Bylaws of Huntington Hills Civic Association, Inc. ("Bylaws"), Fairfield, Ohio, be amended as follows:

AMENDMENT A

INSERT a new DECLARATION SECTION B(30) entitled, "**Leasing of Lots.**" Said new addition, to be added to the Declaration, as recorded at Fairfield County Records, Exhibit "A" of OR Book 1711, Page 4007 et seq., is as follows:

(30) **Leasing of Lots.** To create a community of resident owners and to remain within mortgagee owner-occupancy limitations, no Lot, including the dwelling located on the Lot, can 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 the following:

(A) The above prohibition does not apply to:

- (i) Lots that are occupied by the parent(s) or child(ren) of the owner; or,
- (ii) Lots that are leased or rented to a third party by the owner of the Lot as of the date this amendment is recorded with the Fairfield County Recorder's Office, and which the owner has registered with the Association as a "leased Lot" (referred to as "Exempt Lots") within 90 days of the recording of this amendment; an Exempt Lot may continue to be leased until titled ownership of the Lot is transferred to a subsequent owner; upon the date of title transfer, the Lot is no longer an Exempt Lot and is no longer excepted from this lease prohibition; or,
- (iii) Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each owner has the right to lease their Lot, including the dwelling, to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in sub-sections (B), (C), (D), and (E) below (referred to as "Hardship Lots"). To exercise this right:
 - (a) The owner must provide the Board with a written request for a one-time hardship exception and will not lease the Lot until the Board approves the request;
 - (b) The owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the owner is more than 60 days past due in any payment, the Board will exercise the authority to collect the payments directly from the lessee, tenant, or renter, as outlined in Paragraph B(vi), below.

(B) Exempt Lots or Hardship Lots are subject to the following conditions and restrictions:

- (i) Lease terms must be for 12 full, consecutive calendar months;**
- (ii) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;**
- (iii) No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;**
- (iv) No Lot, including the dwelling, may be sub-leased, sublet, or rented by a tenant;**
- (v) No individual room, part, or sub-part of any dwelling may be leased, let, or rented;**
- (vi) 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;**
- (vii) The lessee, tenant, or renter must abide by the terms of this Declaration, the Protected Covenants, Bylaws, and rules and regulations;**
- (viii) When an owner leases their Lot, the owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot 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 property;**
- (ix) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of this Declaration, Bylaws, rules, or applicable laws, by any occupant of the Lot or the owner of the Lot. The action will be brought by the Association, as the owner's agent, in the name of the owner. In addition to any procedures required by State law, 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 Lot's account and is a lien against that Lot.**

(C) Any land contract must be recorded with the Fairfield County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section (C) is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section (C) 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.

- (D) Whenever any Lot is owned by a corporation, partnership, trust, or other entity, the owner, through its officers or agents (i.e., president or chief executive officer, partner, or trustee), must designate in writing one particular person or family that is entitled to occupy the Lot. The designated person or family must be an employee of or have an ownership or legal interest (e.g., by being a named beneficiary of the trust), in the entity owning the Lot. Only the designated person or family, its care-givers, co-habitants, and guests may use the Lot. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Lot for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.
- (E) 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 Declaration Section B(30) and in furtherance of the preservation of the Huntington Hills Subdivision as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board has full power and authority to deny the occupancy of any Lot, including the dwelling, by any person or family if the Board, in its sole discretion, determines that the owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Declaration Section (B)(30).

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 dwelling. 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 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 B

MODIFY THE LAST SENTENCE OF DECLARATION SECTION B(5), SUB-PARAGRAPH (D). Said modification, to be made to the to the Declaration, as recorded at Fairfield County Records, Exhibit "A" of OR Book 1711, Page 4007 et seq., is as follows: (deleted language is crossed-out; new language is underlined):

No detached ~~outbuilding or~~ garage may be constructed on any premises herein described.

INSERT a new DECLARATION SECTION (B)31 entitled, "Storage/Sheds." Said new addition, to be added to the Declaration, as recorded at Fairfield County Records, Exhibit "A" of OR Book 1711, Page 4007 et seq., is as follows:

(31) Storage/Sheds. No open storage structures or buildings of any kind is permitted on the property. A shed to be used for storage purposes ("Storage Shed," as hereinafter defined), however, may be placed on any Lot, provided that the proposed location and specifications for any such Storage Shed must be reviewed and approved by the Committee, in writing prior to its installation. The Committee will approve the proposal based on the conformity with the requirements of this Section (B)(31). The owner must also obtain any permits required by the City, County, or Township prior to its construction. The Committee will enforce the restrictions that apply to all Storage Sheds in the community.

A "Storage Shed" is defined as a prefabricated or on-site constructed enclosure that is used for the storage of lawn tractors, garden implements, bicycles and/or other similar items. A Storage Shed must never be used as a residential dwelling space or as a home for household pets or other animals. All Storage Sheds are required to comply with all zoning and building ordinances under the authority of Violet Township Building and Zoning Department.

When possible, the Storage Shed is to be located on the Lot where it is not visible from the street by providing adequate landscape screening or placement behind the residential dwelling within the projection of the sides of the residential dwelling and/or garage as viewed from the front of the home. Only one Storage Shed is allowed on a Lot. The maximum size of a Storage Shed is 150 square feet with a maximum height of 12 feet. A Storage Shed must have gable roof with a minimum 6/12 roof pitch. A Storage Shed must include a solid floor composed of either a 4 inch minimum thick concrete slab or integrated floor of suitable building material (e.g., pressure treated lumber). The area around the foundation must be backfilled; no exposed space under the Storage Shed is permitted. A suitable barrier must be in place to prevent burrowing animals from making a habitat under the Storage Shed. Storage Sheds must include door(s) that can be securely latched/closed. Storage Shed exteriors must incorporate at least two finishing elements of the residential dwelling on the Lot (i.e. similar siding, similar fascia, or similar wood trim). The Committee will adopt rules for permitted colors to be used on the Storage Shed's exterior. Roofing shingles must be the same color as shingles for the roof of the residential dwelling. The Committee reserves the right to disapprove of any proposed Storage Shed made of materials that are not consistent with the requirements of this Section (B)(31), including those comprised of light gauge metal and plastic materials.

Storage Sheds must be maintained, repaired, and replaced by the owner in a state of good working order, condition, and repair, in a clean, neat, and safe condition, and in conformity with all laws, ordinances, and regulations. Stored items and commodities must be fully contained and capable of fitting completely within the Storage Shed. If the Board of Directors determines, in its sole discretion, that the Storage Shed is in a state of disrepair, has an unsightly appearance, or has a material adverse impact on any other owner, occupant, or dwelling, it will provide the owner written notice of the required maintenance, repair, and replacement work. If the owner does not perform the required work within 60 days from the date the notice from the Committee is delivered, the Association may take steps necessary to enforce this provision, including imposing reasonable enforcement assessments against the Lot. The Board may further require, at the owner's expense, the permanent removal or relocation of any Storage Shed as the Board determines is necessary for the need, benefit, or protection of the Association and other owners.

MODIFY the 3rd SENTENCE of BYLAWS ARTICLE XI(4). Said modification, to be made to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows (deleted language is crossed-out; new language is underlined):

No detached garage, shed or storage building may be constructed on any premises herein described.

Any conflict between this provision and any other provisions of the Declaration or the Bylaws, will be interpreted in favor of permitting sheds with architectural restrictions. 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, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

All references in the Declaration and Bylaws to the term “dues” are replaced with the term “assessment.”

MODIFY BYLAWS ARTICLE III, SECTION ONE. Said modification, to be made to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows (deleted language is crossed-out; new language is underlined):

SECTION ONE: ~~Dues~~The amount of the annual assessment that is necessary and adequate for the maintenance of the Huntington Hills Subdivision and operating the Association as determined and fixed by the Board from time to time in the amount of ~~FOURTY-FIVE DOLLARS (\$45.00)~~ per year is DUE MAY 1 shall and will be assessed to each membership as classified in Article II, Section One, as may be amended from time to time based upon a vote of the Association membership pursuant to Article IX below. DUES ANNUAL ASSESSMENTS PAID AFTER MAY 1 SHALL WILL BE ASSESSED A TEN DOLLAR (\$10.00) REASONABLE LATE FEE, MAKING THE TOTAL DUES OWED FIFTY-FIVE DOLLARS (\$55.00) as determined by the Board.

Prior to March 1st, the Board will prepare and adopt a budget that is based on its estimate of the total amount that will be required for the fiscal year beginning July 1st of each year and ending on June 30th of the following year. The Board will notify each owner the amount of the budget, together with a reasonable itemization, and will assess the aggregate amount of the budget against the Lots as the annual assessment payable annually. In addition, the Board will also provide the owners with such budgetary information on the Association website and in the community newsletter. However, should the annual assessment increase exceed over 20 percent of the total annual assessment from the prior fiscal year, approval of the annual assessment increase must be approved by a two thirds of the owners. Such a vote may be obtained by holding a special meeting in which owners may vote in person or by proxy at the meeting, or alternatively, consent ballots from a two thirds of the owners may be obtained outside a meeting. If this vote is not approved by the ownership, the annual assessment increase will be capped at exactly a 20 percent increase over the prior year's assessment and the budget will stand at exactly a 20 percent increase over the prior year's budget. Therefore, the intent of this Bylaws Article III, Section One is to require ownership approval of any increase of the annual assessment increase if it exceeds 20 percent more than amount of the prior year's annual assessment.

Notwithstanding any other provisions in these Bylaws to the contrary, the amount of annual assessment for the first subsequent fiscal year after this amendment is recorded will be \$65.00. Thereafter the Board may establish the annual assessment amount in accordance with the requirements of this Bylaws Article III, Section One, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding assessments being based on the preparation of the annual budget based on the fiscal year and ownership approval required for assessment increases exceeding 20 percent of the prior fiscal year. 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 D

INSERT a new BYLAWS ARTICLE XII entitled, "Notices and Other Actions and Communications." Said new addition, to be added to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

Article XII. Notices and Other Actions and Communications

For all notices to be sent to the Association, the Board, or the owners, the following provisions apply:

SECTION ONE: 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 Section Three below, to the Board president, to any two other Directors, to the Association at the address of the property, 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.

SECTION TWO: 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 Lot,
3. sent by regular U.S. mail, first-class postage prepaid, to the owner's Lot address or to another address the owner designates in writing to the Board, or
4. delivered in accordance with Section Three 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.

SECTION THREE: 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 Sections One and Two 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 Section Two, (1)-(3), above.
 - b. For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.
 - 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 Section Two, (1)-(3), above.

DELETE BYLAWS ARTICLE II, SECTION FIVE, in its entirety. Said deletion to be taken from the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION FIVE. Said new addition, to be added to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

SECTION FIVE: Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article V, Section Nine, as amended, voting will be conducted via one of the following methods:

1. 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.
2. Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "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. "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 V, Section Eight, 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.

3. Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article II, Section Five, Subparagraph (1) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article II, Section Five, Subparagraph (2) above, or any combination of all voting methods permitted in this Bylaws Article II, Section Five.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in 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.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION FIVE. Said new addition, to be added to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

Ballots submitted via mail or by Electronic Voting Technology 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 eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE V, SECTION EIGHT, in its entirety. Said deletion to be taken from the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq.

INSERT a new BYLAWS ARTICLE V, SECTION EIGHT. Said new addition, to be added to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

SECTION EIGHT: Written notice of each meeting of the members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Bylaws Article XII, as amended, at least fifteen days before the meeting, to each member entitled to vote at the meeting. In addition, the Association will give notice of the meeting by providing it through the Huntington Hills newsletter, presently known as "The Holler". 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 members, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the member to participate at the meeting via the Authorized Communications Equipment.

INSERT a new BYLAWS ARTICLE V, SECTION NINE. Said new addition, to be added to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

SECTION NINE: Prior to the meeting notice being sent to the members in accordance with Bylaws Article V, Section Eight, 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. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the members have the option to attend in person or via Authorized Communications Equipment or both.

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 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.

INSERT a new BYLAWS ARTICLE V, SECTION TEN. Said new addition, to be added to the Bylaws, as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

SECTION TEN: Any action which may be authorized or taken at a meeting of the members, (except the election or removal of Directors which must happen at a meeting), may be authorized or taken without a meeting in accordance with the voting methods in Bylaws Article II, Section Five, as amended. The voting records will be maintained with the books of the Association.

DELETE BYLAWS ARTICLE VI, SECTION ONE, in its entirety. Said deletion to be taken from the Bylaws as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq.

INSERT a new BYLAWS ARTICLE VI, SECTION ONE. Said new addition, to be added to the Bylaws as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

SECTION ONE: If the Board appoints a nominating committee as permitted in BYLAWS ARTICLE VI, Section Two, the committee will consist of not less than 3 Association members in good standing.

DELETE BYLAWS ARTICLE VI, SECTION TWO, in its entirety. Said deletion to be taken from the Bylaws as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq.

INSERT a new BYLAWS ARTICLE VI, SECTION TWO. Said new addition, to be added to the Bylaws as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

SECTION TWO: Nominations for the election of Directors to be elected by the members will be made by a nominating committee appointed by the Board or if a committee is not appointed, the Board will serve as the nominating committee; there will be no nominations from the floor. The nominating committee, or the 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

II, Section Three. Any member may submit their name to the nominating committee, or the Board, as a candidate, and the nominating committee must nominate that member if that member satisfies all the qualifications to be a Director. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional member(s) to be elected prior to the ballots being sent to the members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article V, Section Eight, 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 members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

DELETE BYLAWS ARTICLE VI, SECTION THREE, in its entirety. Said deletion to be taken from the Bylaws as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq.

INSERT a new BYLAWS ARTICLE VI, SECTION THREE. Said new addition, to be added to the Bylaws as recorded at Fairfield County Records, OR Book 1572, Page 798 et seq., is as follows:

SECTION THREE: Unless there are no more nominees than vacancies, election to the Board by the members 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 II, Section Five, as amended. The Association is not required to send ballots to the members via any method if there are an equal number of nominations as there are candidates, 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 members while also maintaining the integrity of the voting process to ensure each member 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 open seats for Directors 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 member(s) voting and will be used as a record of receipt of the member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the members, 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 and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates whom have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, 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 a nominating committee is not appointed, 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 and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying 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.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all members within a reasonable time 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.