

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE COMMONS AT THE VILLAGES OF
WETHERINGTON CONDOMINIUMS RECORDED AT O.R. 427, PAGE 1067 ET SEQ.
OF THE WAYNE COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS**

RECITALS

- A. The Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums (the "Declaration") and the Bylaws of The Commons at the Villages of Wetherington Condominium Association, Inc., attached to and made part of the Declaration (the "Bylaws"), were recorded at Wayne County Records O.R. Book 427, Page 1067 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. Attached as Exhibit A is a certification of the Association's President and Treasurer stating that the Amendments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).
- F. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XVI, SECTION 3(d). Said new addition, to the Declaration, as recorded at the Wayne County Records, O.R. 427, Page 1067 et seq., and as amended at OR Book 814, Page 49 et seq., is:

The Board will impose the following enforcement procedure:

- (i) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit owner a written notice, which may

be in the form of electronic mail to an electronic mail address previously provided by the owner in writing, that includes:

- (i) A description of the property damage or violation;
- (ii) The amount of the proposed charge or assessment;
- (iii) A statement that the Unit owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (iv) A statement setting forth the procedures to request a hearing;
- (v) A reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment.

(i) Hearing Requirements:

(i) To request a hearing, the Unit owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(ii) If a Unit owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit owner with a written notice that includes the date, time, and location of the hearing.

(iii) The Board will not levy a charge or assessment before holding a properly requested hearing.

(iii) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(iv) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit owner.

(v) The Association will deliver any written notice required above to the Unit owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY DECLARATION ARTICLE XVI, SECTION 5(d). Said modification, to the Declaration, as recorded at Wayne County Records, O.R. Book 427, Page 1067 et seq., is: (new language is underlined)

(d) The continuing lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in any action brought to discharge the lien.

(3) MODIFY the 2nd SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE XVI, SECTION 5(c). Said modification, to the Declaration, as recorded at Wayne County Records, O.R. Book 427, Page 1067 et seq., and as amended at OR Book 814, Page 49 et seq., is: (deleted language is crossed out; new language is underlined)

The certificate shall contain a description of the unit against which the continuing lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and other fees and charges recoverable under this Article XVI, and shall be signed by the president or other ~~chief-officer~~ designated representative of the Association as authorized by the Board of Directors.

(4) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VII. Said addition, to the Bylaws, attached to and made part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a Unit owner;

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

(5) **MODIFY BYLAWS ARTICLE IV, SECTION 1.** Said modification, to the Bylaws, attached to and made part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., and as amended at OR Book 818, Page 2409 et seq., is: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualifications. The Board of Directors will consist of five persons except as otherwise provided in these Bylaws, all of whom must be Unit owners or the spouse of a Unit owner and a member in good standing, except as provided otherwise in these Bylaws; provided, however, ~~that no Unit may be represented by more than one Person on the Board at any one time; and, provided further,~~ that upon the recording of this amendment, the current Board may appoint two Persons to serve on the Board until the annual meeting, at which time the elections will be held to create staggered elections with a 2-2-1 rotation. If a Unit owner is not an individual, that Unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit owner. The majority of the Board will not consist of Unit owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit owners or representatives from the same Unit. Good standing requires that the member not be more than 30 days delinquent in the payment of any fees and/or Assessments owed to the Association. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during his term.

(6) **INSERT a NEW SENTENCE** to the end of BYLAWS ARTICLE IV, SECTION 12. Said new addition, to the Bylaws, attached to and made part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is:

Those written consents will be filed with the Board meeting minutes.

(7) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION 1(d). Said new addition, to the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is:

Notwithstanding the above, without a Unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(i) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(ii) To meet the requirements of insurance underwriters;

(iii) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

(iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(v) To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

(vi) To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or

(vii) To permit notices to Unit owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Unit owner.

Any Unit owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the

amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(8) **MODIFY BYLAWS ARTICLE IV, SECTION 13(m)(ii).** Said modification, to the Bylaws, attached to and made part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., and as amended at OR Book 814, Page 49 et seq., is: (deleted language is crossed out; new language is underlined)

(ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit owners, impacts zoning, or otherwise and relates to matters affecting the Condominium Property;

(9) **MODIFY DECLARATION ARTICLE XVI, SECTION 3(a)(1)(v).** Said modification, to the Bylaws, attached to and made part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is: (deleted language is crossed out; new language is underlined)

(v) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually for which cash reserves over a period of time in excess of one (1) year ought to be maintained; and

(10) **INSERT a NEW PARAGRAPH** to the end of DECLARATION ARTICLE XII, SECTION 8. Said modification, to the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is: (deleted language is crossed out; new language is underlined)

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

(a) A management company's principals and employees;

(b) A bookkeeper;

(c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. 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 these amendments, only Unit 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.

The Commons at the Villages of Wetherington Condominium Association, Inc. has caused the execution of this instrument this 28th day of JANUARY, 2023.

THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUM ASSOCIATION, INC.

By: Mark Render, PRESIDENT
MARK RENDER, President

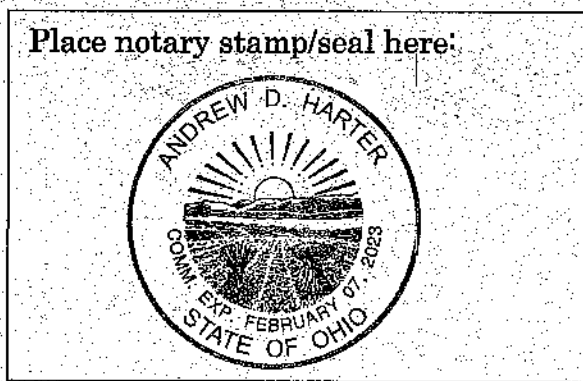
By: Susan Clayton, Treasurer
SUSAN CLAYTON, Treasurer

STATE OF OHIO)
) SS
COUNTY OF Wayne)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Commons at the Villages of Wetherington Condominium Association, Inc., by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 28th day of JANUARY, 2023.

NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF OFFICERS

STATE OF OHIO)
)
COUNTY OF _____) SS

MARK RENDER and SUSAN CLAYTON, being the duly elected and acting President and Treasurer of The Commons at the Villages of Wetherington Condominium Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).

MARK RENDER, President

SUSAN CLAYTON, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named MARK RENDER and SUSAN CLAYTON who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this _____ day of _____, 2023.

NOTARY PUBLIC

Place notary stamp/seal here:

WAYNE COUNTY, OHIO
AUG 19 20 21
TRANSFER NOT NECESSARY
JARRAL L. UNDERWOOD, AUDITOR

BY Suzanne Altland DEPUTY
SUZANNE ALTLAND



202100011137 08/19/2021 01:36 PM
Filed for Record in WAYNE County, Ohio
Jane Carmichael Rec Fees: \$126.00
D&B OR Vol 929 Pgs 3636 - 3648

KAMAN & CUSIMANO
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CLEVELAND, OH 44113
Inst #202100011137

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE COMMONS AT THE VILLAGES OF
WETHERINGTON CONDOMINIUMS RECORDED AT O.R. VOLUME 427, PAGE
1067 ET SEQ. OF THE WAYNE COUNTY RECORDS.



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS**

RECITALS

A. The Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums (the "Declaration") and the Bylaws of The Commons at the Villages of Wetherington Condominium Association, Inc. (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Wayne County Records, O.R. 427, Page 1067 et seq.

B. The Commons at the Villages of Wetherington Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit owners in Commons at the Villages of Wetherington Condominium and as such is the representative of all Unit owners.

C. Declaration Article XIX, Section 1 authorizes amendments to the Declaration and Bylaws Article IX authorizes amendments to the Bylaws.

D. Unit owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").

E. As of August 2, 2021, Unit owners representing 75 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.

F. As of August 2, 2021, Unit owners representing 77.27 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

G. Attached as Exhibit A is a Certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions in all material respects.

H. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.



AMENDMENTS

The Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums is amended by the following:

AMENDMENT A

DELETE BYLAWS ARTICLE IV, SECTION 13(k), in its entirety. Said deletion to be taken from Page 38 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 13(k). Said new addition, to be added to Page 38 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

(k) borrow money for the purpose of financing the maintenance, repair, restoration, replacement, and/or insurance of the Condominium Property, provided that a majority of the Unit owners present, in person or by proxy, at an Association meeting approves such borrowing; if such Association approval is obtained, and in connection with this authority to borrow funds, once Association approval is obtained, the Board has the authority to: (i) assign as collateral for such borrowing, without limitation, the Association's right to future income, including the right to receive common assessments, insurance proceeds, and other income or compensation, (ii) evidence such borrowing by the issuance, sale, or pledge of notes, bonds, or other evidence of the indebtedness of the Association, and (iii) execute related documents to implement such borrowing; and

Any conflict between this provision and any other provision in the Declaration and Bylaws will be interpreted in favor of this provision giving the Board, on behalf of the Association, the authority to borrow funds and assign future income as collateral for a loan, with prior Unit owner approval. 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 Unit 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

RENUMBER DECLARATION ARTICLE XXI, SECTION 4 entitled "Notices" TO READ AS DECLARATION ARTICLE XXI, SECTION 5 entitled "Notices." Said modification to be made on 29 of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067, et seq., and as amended at Volume 888, Page 3009 et seq.

DELETE DECLARATION ARTICLE XXI, SECTION 5(c)(i) in its entirety. Said deletion to be taken from page 29 of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067, et seq.

INSERT a new DECLARATION ARTICLE XXI, SECTION 5(c)(i). Said new addition, to be added to Page 29 of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows:

(i) For voting on matters, the Association may provide for voting by electronic mail or other transmission technology. However, voting for the election of Directors can be conducted by electronic transmission or electronic voting technology only to the extent, if any, as explicitly permitted and provided for in Bylaws Article III, Section 6, as amended.

DELETE BYLAWS ARTICLE III, SECTION 4 entitled "Notice of Meetings," in its entirety. Said deletion to be taken from Page 35 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 4 entitled "Notice of Meetings." Said new addition, to be added to Page 35 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows:

Section 4. Notice of Meetings. Written notice of each meeting of the Unit owners will be given by, or at the direction of, the secretary or Person authorized to call the meeting, delivered in accordance with Declaration Article XXI, Section 4, as amended, at least fifteen days before the meeting, to each Unit owner entitled to vote at the meeting. 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 Unit owners, the specific motion or motions (other than procedural) to be voted upon. The Unit

owners will not be entitled to receive notice of meetings of the Board of Directors.

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

MODIFY BYLAWS ARTICLE III, SECTION 5. Said modification, to be made on Page 36 of the Bylaws, attached to and made part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows: (deleted language is crossed out; new language is underlined)

Section 5. Quorum; Adjournment. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners providing for in person attendance or attendance by using the method of Authorized Communications Equipment approved by the Board for meetings that are held via Authorized Communications Equipment, shall constitute a quorum for such meeting. Ballots submitted via mail or by Electronic Voting Technology also will count that Unit 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 Unit owner that is eligible to vote and to maintain a record of any vote. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so 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.

DELETE BYLAWS ARTICLE III, SECTION 6 entitled "Proxies" in its entirety. Said deletion to be taken from Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 6 entitled "Voting Methods." Said new addition, to be added to Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows:

Section 6. Voting Methods. Prior to sending the notice for any meeting, as required by Bylaws Article III, Section 4, as amended, and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article III, 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, Unit owners 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 Unit owner 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 Unit by the Unit owner.

(b) Voting by Mail or 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, or both. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Unit owner's intent to cast a ballot on a matter in the way identified by the Unit owner, 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 Unit owners no later than the date the meeting notice is sent to the Unit owners in accordance with Bylaws Article III, 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 Unit owner 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 this Bylaws Article III, Section 6(a) above, and in addition the Board may authorize the Unit owners to vote by mail or



Electronic Voting Technology as provided for in this Bylaws Article III, Section 6(b) above.

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.

MODIFY BYLAWS ARTICLE III, SECTION 8. Said modification, to be made on Page 36 of the Bylaws, attached to and made part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows: (deleted language is crossed out; new language is underlined)

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting in accordance with the voting methods in Bylaws Article III, Section 6, as amended ~~with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents or by law.~~

INSERT a new BYLAWS ARTICLE III, SECTION 9, entitled "Conduct of Meetings." Said new addition, to be added to Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows:

Section 9. Conduct of Meetings. Prior to the meeting notice being sent to the Unit owners in accordance with Bylaws Article III, Section 4, as amended, the Board will determine whether the meeting will be conducted physically so that the Unit owners 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 Unit owners 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 by Unit owners to attend the meeting, unless the Unit owner 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 IV, SECTION 4 entitled "Nomination" in its entirety. Said deletion to be taken from Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 4 entitled "Nominations." Said new addition, to be added to Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows:

Section 4. Nominations. Nominations for the election of Directors to be elected by the Unit owners will be made by a nominating committee appointed by the Board or, if a committee is not appointed, 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 Declaration Article VIII, Section 4, as amended. Any Unit owner may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that Unit owner if that Unit owner satisfies all the qualifications to be a Director as further provided for in Declaration Article VIII, Section 4, as amended. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional Unit owner(s) to be elected prior to the ballots being sent to the Unit owners 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 Unit owners 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 III, Sections 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 Unit owners 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 IV, SECTION 5 entitled "Election" in its entirety. Said deletion to be taken from Pages 36-37 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 5 entitled "Election of Directors." Said new addition, to be added to Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, Volume 427 Page 1067 et seq., is as follows:

Section 5. Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Unit 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 III, Section 6, as amended. The Association is not required to send ballots to the Unit owners 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 Unit owners while also maintaining the integrity of the voting process to ensure each Unit owner has only exercised their allotted vote once so that any other individuals can only identify that a Unit has voted, and not how a Unit 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 Unit owner(s) voting, and will be used as a record of receipt of the Unit owner's ballot as well as to determine quorum. If the Signature Envelope is not signed by the Unit owners(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Unit 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 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 ensuring the election results are provided to all Unit 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 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 Unit 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.

The Commons at the Villages of Wetherington Condominium Association, Inc. has caused the execution of this instrument this 12 day of AUGUST, 2021.

THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUM ASSOCIATION, INC.

By: Mark A. Render
Mark A. Render, President

By: Marilyn S. Haas
Marilyn S. Haas, Secretary



STATE OF OHIO)
COUNTY OF Wayne) SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named The Commons at the Villages of Wetherington Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 11 of 13, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 12th day of August, 2021.



NOTARY PUBLIC

Place notary stamp/seal here:



TARA J CARR
Notary Public, State of Ohio
My Comm. Expires April 24, 2022
Recorded in Wayne County

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com



STATE OF OHIO)
COUNTY OF Wayne) SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named The Commons at the Villages of Wetherington Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 11 of 13, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 12th day of August, 2021.



NOTARY PUBLIC

Place notary stamp/seal here:



TARA J CARR
Notary Public, State of Ohio
My Comm. Expires April 24, 2022
Recorded in Wayne County

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com



EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
)
COUNTY OF WAYNE) SS

Mark A. Render and Marilyn S. Haas, being the duly elected and acting President and Secretary of The Commons at the Villages of Wetherington Condominium Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums were duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

Mark A. Render
Mark A. Render, President

Marilyn S. Haas
Marilyn S. Haas, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named Mark A. Render and Marilyn S. Haas who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 12th day of August, 2021.

Tara Carr
NOTARY PUBLIC

Place notary stamp/seal here:

TARA J CARR
Notary Public, State of Ohio
My Comm. Expires April 24, 2022
Recorded in Wayne County

WAYNE COUNTY, OHIO
11-30-2015
TRANSFER NOT NECESSARY
JARRAL L. UNDERWOOD, AUDITOR

BY Ruth Huxley DEPUTY
RUTH HUXLEY

201500013062
Filed for Record in
WAYNE COUNTY OHIO
JANE CARMICHAEL, RECORDER
11-30-2015 At 09:28 am.
DECL/BYLAWS 112.00
OR Book *814 Page 37 - 48

NOTATED

NOTATED

RE

201600001173
Filed for Record in
WAYNE COUNTY OHIO
JANE CARMICHAEL, RECORDER
02-04-2016 At 02:54 pm.
DECL/BYLAWS 124.00 120.00
OR Book 818 Page 2409 - 2420

201500013062
KAMAN & CUSIMANO LLC
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND OH 44113

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE COMMONS AT THE VILLAGES OF WETHERINGTON
CONDOMINIUMS

***THESE AMENDMENTS ARE BEING RE-RECORDED TO CORRECT EXECUTION ISSUES AND TO HAVE THESE AMENDMENTS RECORDED AFTER THE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS RECORDED AT INSTRUMENT NO. 201500013063 OF THE WAYNE COUNTY RECORDS ON NOVEMBER 30, 2015. O.R Vol 814 page 49

***PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS RECORDED AT INSTRUMENT NO. 201500013062 AND INSTRUMENT NO. 201500013063 OF THE WAYNE COUNTY RECORDS. O.R. Vol 814 page 37

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS RECORDED AT O.R. 427, PAGE 1067 ET SEQ. OF THE WAYNE COUNTY RECORDS.

WAYNE COUNTY, OHIO
February 4 20 16
TRANSFER NOT NECESSARY
JARRAL L. UNDERWOOD, AUDITOR

BY Carol Cherevey DEPUTY
Carol Cherevey

201600001173
KAMAN & CUSIMANO
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND OH 44113

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE COMMONS AT THE VILLAGES OF WETHERINGTON
CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums (the "Declaration") and the Bylaws of The Commons at the Villages of Wetherington Condominium Association, Inc. (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Wayne County Records, O.R. 427, Page 1067 et seq., and

WHEREAS, The Commons at the Villages of Wetherington Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit owners in Commons at the Villages of Wetherington Condominium and as such is the representative of all Unit owners, and

WHEREAS, Declaration Article XIX, Section 1 authorizes amendments to the Declaration, and Bylaws Article IX authorizes amendments to the Bylaws, and

WHEREAS, Unit owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendments signed by Unit owners representing 75% of the Association's voting power as of October 29, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 75% of the Association's voting power authorizing the Association's officers to execute the Amendments on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President and Member At Large stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE IV, SECTION 2(q) entitled, "Occupancy Restriction." Said new addition, to be added on Page 10 of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

(q) Occupancy Restriction. A Person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit owner or Occupant, or anyone visiting any Unit owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this 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 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 Unit owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new PARAGRAPH to DECLARATION ARTICLE XXI, SECTION 3 entitled, "Enforcement." Said new addition, to be added on Page 28 of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

The Board may levy reasonable enforcement assessments if any Unit owner (either by their conduct or by the conduct of any Occupant or guest of their Unit) violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit owner must pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs, and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a special individual Unit assessment against said Unit, and is the personal obligation of said Unit owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of said Unit owner as further explained and set forth in Declaration Article XVI, Section 5(c).

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

AMENDMENT C

INSERT a new PARAGRAPH (g) to DECLARATION ARTICLE XII, SECTION 1 entitled, "Fire and Extended Coverage Insurance." Said new addition, to be added on Page 15 of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

(f) and,

(g) will include a reasonable deductible as determined by the Board. Except as provided in Section 5 below, the Unit owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s), as provided for in Section 5 below, to the Unit owner(s) of such Unit(s).

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this provision modifying the deductible requirements for the Association's insurance coverage. 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 Unit owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE DECLARATION ARTICLE VIII, SECTION 4 entitled, "Board of Directors," in its entirety. Said deletion to be taken from Pages 12-13 of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., and as amended at OR Book 797, Page 1150 et seq.

INSERT a new DECLARATION ARTICLE VIII, SECTION 4 entitled, "Board of Directors." Said new addition, to be added on Page 12 of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

Section 4. Board of Directors. The Board and officers of the Association, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, Bylaws, and this Declaration, unless a vote of the Unit owners is specifically required; provided, however, that in the event any such power, duty, or right will be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in their capacity as an officer or a member of the Board, they will be deemed to act in such capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and Bylaws.

DELETE BYLAWS ARTICLE IV, SECTION 1 entitled, "Initial Directors," in its entirety. Said deletion to be taken from Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 1 entitled, "Number and Qualifications." Said new addition, to be added on Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

Section 1. Number and Qualifications. The Board of Directors will consist of five persons except as otherwise provided in these Bylaws, all of whom must be Unit owners or the spouse of a Unit owner and a member in good standing, except as provided otherwise in these Bylaws; provided, however, that no Unit may be represented by more than one Person on the Board at any one time;

and, provided further, that upon the recording of this amendment, the current Board may appoint two Persons to serve on the Board until the annual meeting, at which time the elections will be held to create staggered elections with a 2-2-1 rotation. If a Unit owner is not an individual, that Unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit owner. Good standing requires that the member not be more than 30 days delinquent in the payment of any fees and/or Assessments owed to the Association. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during his term.

DELETE BYLAWS ARTICLE IV, SECTION 2 entitled, "Successor Directors," in its entirety. Said deletion to be taken from Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 2 entitled, "Term of Office." Said new addition, to be added on Page 36 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

Section 2. Term of Office. All five Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-fifth of the Board will expire annually and a 2-2-1 rotation is maintained at all times.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the number, qualifications, term of office, and removal of Board members. 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 Unit owners of record at the time of such filing will have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT E

INSERT a new BYLAWS ARTICLE IV, SECTION 15 entitled, "Indemnification of Board Members, Officers, and Committee Members." Said new addition, to be added on Page 38 of the Bylaws, attached to and made a part of the Declaration, as recorded at Wayne County Records, O.R. 427, Page 1067 et seq., is as follows:

Section 15. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former 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 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 the Board chooses. Notwithstanding the opinion of 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 Unit owners to select legal counsel to defend the Directors.

(a) 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.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section 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.

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Unit 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 Unit owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section 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 Section; provided, however, that the liability of any Unit owner 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 Unit owner's pro rata share bears to the total percentage interest of all the Unit owners 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 Unit owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The Commons at the Villages of Wetherington Condominium Association, Inc. has caused the execution of this instrument this 30th day of November, 2015.

THE COMMONS AT THE VILLAGES OF WETHERINGTON CONDOMINIUM ASSOCIATION, INC.

By: Jack Leonard
JACK LEONARD, its President

By: Mark A. Bender
MARK A BENDER, its Member At Large
(Print Name)

STATE OF OHIO)
) SS
COUNTY OF Wayne)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Commons at the Villages of Wetherington Condominium Association, Inc., by its President and its Member At Large, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in Wooster, Ohio, this 30th day of November, 2015.

Linda K Rohrer
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

Place notary stamp/seal here:
LINDA K. ROHRER
NOTARY PUBLIC • STATE OF OHIO
Recorded in Wayne County
My commission expires April 20, 2019
April 20, 2019

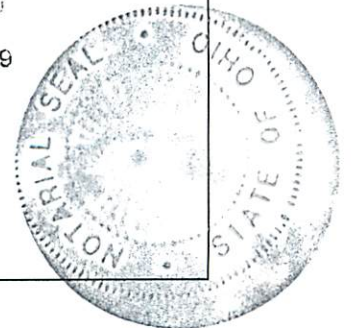


EXHIBIT A

CERTIFICATION OF PRESIDENT AND MEMBER AT LARGE

STATE OF OHIO)
)
COUNTY OF Wayne) SS

JACK LEONARD and MARK A. RENDER, being the duly elected and acting President and Member At Large of The Commons at the Villages of Wetherington Condominium Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for The Commons at The Villages of Wetherington Condominiums was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

Jack Leonard
JACK LEONARD, President

Mark A. Render
MARK A RENDER, Member At Large
(Print Name)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named JACK LEONARD and MARK A RENDER who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Wooster, Ohio, this 30th day of November, 2015.

Linda K Rohrer
NOTARY PUBLIC

Place notary stamp/seal here:
LINDA K. ROHRER
NOTARY PUBLIC • STATE OF OHIO
Recorded in Wayne County
My commission expires April 20, 2019
April 20, 2019

