

Lot Address _____

Owner(s) _____
(Please Print)

**CONSENT BALLOT TO AMEND THE
REVISED BYLAWS OF WOODGATE FARMS HOMEOWNERS ASSOCIATION, INC.**

To the Woodgate Homeowners Association, Inc. Board of Directors:

I/We, the Owner(s) of the Woodgate Homeowners Association, Inc. Lot identified indicated above, indicate(s) below my/our consent or rejection vote in favor of or against of the Amendments to the Revised Bylaws of Woodgate Farms Homeowners Association, Inc. ("Bylaws"), Olmsted Township, Ohio, as set forth on the attached as Pages 1 through 12 to this Consent Ballot.as follows (**Instructions:** After reading and considering the Amendments, please mark your vote for in favor of *or* against each Amendment, then sign, date, and return this Consent Ballot to the Association, c/o Associated Property Management, 5090 Park Avenue, West, Seville, Ohio 44273.):

	<u>IN FAVOR</u>	<u>AGAINST</u>
AMENDMENT A: Prohibits sexual offenders, for whom the county sheriff must provide community notice, from residing in, occupying, or remaining on the property.	_____	_____
AMENDMENT B: Modifies sign use restrictions on Lots.	_____	_____
AMENDMENT C: Removes the need to obtain the Olmsted Township Board of Trustees' approval for Amendments.	_____	_____
AMENDMENT D: Permits notices to or from the Association to be sent by regular U.S. mail or by electronic communication to the extent permitted by Ohio and federal law, allows for Authorized Communications Equipment to be used at Association meetings, and provides the ability to use mail-in or electronic ballots	_____	_____

IN FAVOR

AGAINST

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

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

Signature of Owner

Date

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

Date

****As I voted in favor of Amendment D, upon its passage and the recording of the language with the County as part of our Declaration, I request and authorize the Board of Directors to send all Association notices to me by electronic mail or other electronic transmission, to the extent permitted by Ohio and Federal law, in lieu of any Association required written notice to me as an Owner, at the following email address(es):*

1) _____
Email Address

2) _____
Email Address

**LANGUAGE TO AMEND THE WOODGATE HOMEOWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS AND RESTRICTIONS AND REVISED BYLAWS OF
WOODGATE FARMS HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors for the Woodgate Farms Homeowners Association, Inc. proposes that the Woodgate Homeowners Association, Inc. Declaration of Covenants and Restrictions (“Declaration”) and the Woodgate Farms Homeowners Association, Inc. proposes that the Revised Bylaws of Woodgate Farms Homeowners Association, Inc. (“Bylaws”), Olmsted Township, Ohio, be amended as follows:

AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, SECTION 22. Said new addition, to be added to Page 14 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200112180007, is as follows:

Section 22 - A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender’s residential address, is prohibited from residing in or occupying a Lot and from remaining in or on the Woodgate Farms property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, Occupant, or visitor of any Owner, or of the Association, as a result of the Association’s alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

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

AMENDMENT B

DELETE DECLARATION ARTICLE VII, SECTION 2 in its entirety. Said deletion to be taken from Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200112180007.

INSERT a new DECLARATION ARTICLE VII, SECTION 2. Said new addition, to be added to Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200112180007, is as follows:

Section 2 - The Board has the right to erect signs or other advertising devices on the Common Elements. No sign or other advertising device of any kind will be erected within the Property without the prior written consent of the Board,

except that an Owner may place on their Lot in front of the Living Unit, the following signs without prior permission of the Board:

- (a) One customary, professionally prepared "For Sale" sign, provided that such sign does not exceed the width and height as those customarily used by professional realtors and as installed above ground, including the frame or post and hardware, and which may include one customary, professional display box or tube for information about the Lot. The Board has the authority to determine if a "For Sale" sign or display box or tube is customary or professional and to adopt rules to further define and clarify, but not prohibit, this provision on "For Sale" signs, including, without limitation, the permitted appearance or placement location of such signs.
- (b) One political sign may be installed in the front of a Living Unit during election season. The one customary, professional political sign will not exceed 2' wide and 4' high as installed above ground, including the frame or post and hardware. The sign may only be placed on a Lot in front of a Living Unit 30 days prior to an election held in Olmsted Township (exclusive of any absentee or early voting periods). The sign must be removed within two days after the election is held.
- (c) One sign related to any school related activity or the school itself, during the months that school is in session. The single school related sign will not exceed 2' wide and 4' high as installed above ground, including the frame or post and hardware and the sign must be removed within two days after the last day of school is held.
- (d) One professionally prepared security system identification sign.
- (e) One professionally prepared invisible fencing identification sign.
- (f) The installation of signs are subject to rules and regulations the Board may adopt from time to time.

Any conflict between this provision and any other provisions of the Declaration or Bylaws will be interpreted in favor of this modification regarding installation and placement of signs. 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 C

MODIFY DECLARATION ARTICLE VIII, SECTION 6 entitled, "Amendments." Said modification, to be made on Pages 14-15 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200112180007, is as follows (deleted language is crossed-out; new language is underlined):

Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled, or waived by an instrument in writing recorded in the

public records of the County in the following manner and subject to the following conditions:

- (a) Association ~~shall have~~ has the right to amend this Declaration at a duly called and held membership meeting by not less than 66 2/3 percent of the membership present at the meeting in which a quorum is present in person or by proxy. ~~subject to the approval of the Olmsted Township Board of Trustees provided no such amendment shall will materially and adversely affect the value of existing dwellings or shall will prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such the amendment.~~
- ~~(b) Until such time as Declarant, or Declarant's designated successors or assigns, has completed the sale of all the Properties, Declarant shall have the sale right and power of granting waivers to provisions of this Declaration and amending this Declaration subject to the approval of the Olmsted Township Board of Trustees provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.~~
- ~~(c) After the sale or transfer of all of the Properties by Declarant, an amendment, annulment or waiver of any provision hereof shall have been approved by the Olmsted Township Board of Trustees and at a duly called and held meeting, by not less than 66-2/3 per cent of the membership present at said meeting at which quorums were present in person or by proxy.~~
- (b) (d) In addition to the above, Declarant ~~and/or~~ the Association shall will have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public, or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

MODIFY ALL REFERENCES to "WOODGATE HOMEOWNERS ASSOCIATION INC." in the DECLARATION and BYLAWS TO READ "WOODGATE FARMS HOMEOWNERS ASSOCIATION, INC." AS RECORDED WITH THE OHIO SECRETARY OF STATE. Said modifications, to be made throughout the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200112180007 and the Bylaws as recorded at Cuyahoga County Records, Instrument No. 201111210570.

Any conflict between these provisions and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment pertaining to the procedure for amending the Declaration and correcting the Association's corporate name. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT D

DELETE DECLARATION ARTICLE VIII, SECTION 2 entitled Notices in its entirety. Said deletion to be made on Page 14 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200112180007.

INSERT a new DECLARATION ARTICLE VIII Section 2, entitled "Notices and Other Actions and Communications." Said new addition, to be added to Page 9 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200112180007, is as follows:

Section 2 - Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

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

(1) by regular U.S. mail, first-class postage prepaid, or

(2) delivered in accordance with paragraph (c) below, to the Board President, to any two other Directors, to the Association at the address of the Association's principal office, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

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

(1) personally delivered to the Owner;

(2) placed under or attached to the front or main entry door of the Owner's Living Unit;

(3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Living Unit address or to another address the Owner designates in writing to the Board; or

(4) delivered in accordance with paragraph (c) below. If there is more than one person owning a single Living Unit, 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 Living Unit.

(c) New Communication Technologies.

(1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in paragraphs (a) and (b) above, the following may be accomplished using electronic mail or other

transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received;

(ii) any signature, vote, consent, or approval required to be obtained; and

(iii) 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:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in paragraph b(1)-(3) above.

(ii) For voting on matters including the election of Directors, the process for which is outlined separately in Bylaws Article III, Section 5, as amended, the Association may provide for voting by electronic mail or other transmission technology.

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

DELETE BYLAWS ARTICLE II, SECTION 5 entitled, "Notice of Meetings," in its entirety. Said deletion to be taken from Page 2 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570.

INSERT a new BYLAWS ARTICLE II, SECTION 5. Said new addition, to be added to Page 14 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows:

Section 5 - Notice of Meetings. Written notice of each meeting of the 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 VIII, Section 2, as amended, at least fifteen days before the meeting, to each owner

entitled to vote at the meeting, addressed to the owner's address last appearing on the books of the Association, or supplied by the owner to the Association for the purpose of notice. 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 applicable links, access codes, password, telephone numbers, and/or other pertinent information that is necessary to allow the member to participate at the meeting via the Authorized Communications Equipment. "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 owner.

MODIFY BYLAWS ARTICLE II, SECTION 6 entitled, "Quorum and Voting Power." Said modification, to be made on Page 2 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows (deleted language is crossed-out; new language is underlined):

Section 6 – Quorum and Voting Power. At any meeting of members, the presence either in person or by proxy of members at a physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment approved by the Board for meetings that are held via Authorized Communications Equipment, entitled to cast ten percent (10%) of the total voting power ~~shall~~ constitutes a quorum. Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article II, Section 7, also will count that living 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 living unit owner that is eligible to vote and to maintain a record of any vote. A majority of the votes of those members constituting a quorum ~~shall~~ will determine all questions or actions to be taken except that no action required by (1) Laws or (2) by the Declaration or (3) ~~by the Code of Regulations of the Association~~ Revised Bylaws to be taken by a designated percentage of the voting power may be authorized or taken by a lesser percentage.

DELETE BYLAWS ARTICLE II, SECTION 7 entitled, "Proxies," in its entirety. Said deletion to be taken from Page 2 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570.

INSERT a new BYLAWS ARTICLE II, SECTION 7 entitled, "Voting Methods." Said new addition, to be added to Page 2 of the Revised Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows:

Section 7. Voting Methods. Prior to sending the notice for any meeting, as required by Bylaws Article II, Section 5, as amended, and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article II, Section 9, 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, 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 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 lot and living unit by the owner.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail or through the use of Electronic Voting Technology that is approved by the Board. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting member's intent to cast a ballot on a matter in the way identified by the member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the owners no later than the date the meeting notice is sent to the owners in accordance with Bylaws Article II, Section 5, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the 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 II, Section 7(a) above, and in addition the Board may authorize the owners to vote by mail or Electronic Voting Technology as provided for in this Bylaws Article II, Section 7(b) above.

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

MODIFY BYLAWS ARTICLE II, SECTION 8 entitled, "Action in Writing Without Meeting." Said modification, to be made on Page 3 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows (deleted language is crossed-out; new language is underlined):

Section 8 – Action in Writing Without Meeting. With the exception of electing Directors, ~~Any~~ action that could be taken by owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of owners having not less than a majority of the voting power of owners.

INSERT a new BYLAWS ARTICLE II, SECTION 9 entitled, “Conduct of Meetings.” Said new addition, to be added to Page 3 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows:

Section 9 - Conduct of Meetings. Prior to the meeting notice being sent to the members in accordance with Bylaws Article II, Section 5, 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 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 owners to attend the meeting, unless the member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board’s purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board’s meeting minutes.

DELETE BYLAWS ARTICLE III, SECTION 4 entitled, “Nomination,” in its entirety. Said deletion to be taken from Page 4 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570.

INSERT a new BYLAWS ARTICLE V, SECTION 4 entitled, “Nominations.” Said new addition, to be added to Page 4 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows:

Section 4 - Nominations. Nominations for the election of Directors to be elected by the owners will depend on the voting method:

- (a) Proxies or In Person Voting. If voting will only be conducted in person or by proxy at the meeting without the use of ballots, nominations for the election of Directors may be made from the floor at the meeting.
- (b) Ballot Voting. If ballots are used to vote, 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 III, Section 2. Prior to the meeting, the Board will establish a process and deadlines by which any owner may submit their name as a candidate, and the Board must nominate that owner if that owner satisfies all the qualifications to be a Director as further provided for in Bylaws Article III, Section 2. If there are fewer nominees than vacancies, the Board must nominate additional member(s) to be elected prior to the ballots being sent to the owners so that there are, at all times, a sufficient number of nominees to fill all Board vacancies

that are up for election. Nominations must be made prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article II, Section 5, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the owners no later than the sending of the meeting notice.

DELETE BYLAWS ARTICLE III, SECTION 5 entitled, "Election," in its entirety. Said deletion to be taken from Page 4 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570.

INSERT a new BYLAWS ARTICLE III, SECTION 5 entitled, "Election of Directors." Said new addition, to be added to Page 4 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows:

Section 5 - Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article II, Section 7, as amended. The Association is not required to send ballots to the owners via any method if there are an equal number of nominations as there are candidates, and the terms for all open positions are equal; in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those owners while also maintaining the integrity of the voting process to ensure each owner has only exercised their allotted vote once so that any other individuals can only identify that a living unit has voted, and not how a living 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 owner(s) voting, and will be used as a record of receipt of the owners' ballot as well as to determine quorum. If the Signature Envelope is not signed by the owner(s), the ballot in the Ballot Envelope will not be counted.

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

The Board (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, verifying, and opening any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting. The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and ensuring the election results are provided to all owners no later than fifteen days after the meeting.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

INSERT a new BYLAWS ARTICLE X. Said new addition, to be added to Page 9 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 2011112110570, is as follows:

ARTICLE X

INDEMNIFICATION

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

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

Section 2. Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

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

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

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article constitutes a common expense. The Board has the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any owners arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said member's pro rata share bears to the total percentage interest of all the members as Association members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.