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Montgomery County, OH
Brandon C. McClain Recorder
File: 2021-00033326

AMENDMENTS TO THE 22

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

MONUMENT WALK HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR MONUMENT WALK HOMEOWNERS ASSOCIATION, INC. RECORDED AT FILE# 2016-00025605 OF THE MONTGOMERY COUNTY RECORDS

PLAT MAPS RECORDED AT PLAT BOOK 228, PAGE 12 ET SEQ., PLAT BOOK 229, PAGE 19 ET SEQ., AND PLAT BOOK 231, PAGE 17 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

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**AMENDMENTS TO THE
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR
MONUMENT WALK HOMEOWNERS ASSOCIATION, INC.**

RECITALS

A. The Declaration of Covenants Conditions and Restrictions for Monument Walk Homeowners Association, Inc. (the “Declaration”) and the Bylaws of Monument Walk Homeowners' Association, Inc. (the “Bylaws”), Exhibit “C” of the Declaration, were recorded at Montgomery County Records File# 2016-00025605.

B. The Monument Walk Homeowners' Association, Inc. (the “Association”) is a corporation consisting of all Owners in Monument Walk and as such is the representative of all Owners.

C. Declaration Article XI, Section 11.01 authorizes amendments to the Declaration and Bylaws Article X, Section 10.01 authorizes amendments to the Bylaws.

D. A meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about March 28, 2021, and, at that meeting and any adjournment, Owners representing at least 75 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the “Amendments”).

E. Owners representing 93.75 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment A and signed powers of attorney authorizing the Association's officers to execute Amendment A on the Owners' behalf, as documented in the Association's records.

F. Owners representing 100 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendments C, E, F, G, and H and signed powers of attorney authorizing the Association's officers to execute Amendments C, E, F, G, and H on the Owners' behalf, as documented in the Association's records.

G. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Declaration of Covenants Conditions and Restrictions for Monument Walk Homeowners Association, Inc. and the Bylaws of Monument Walk Homeowners' Association, Inc. are amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE XII, SECTION 12.04 entitled, "Occupancy Restriction." Said new addition, to be added to Page 19 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

12.04 Occupancy Restriction. A Person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot, including the Dwelling Unit, and from remaining in or on the Monument Walk 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 including the Dwelling Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of 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

[AMENDMENT DID NOT PASS]

AMENDMENT C

DELETE DECLARATION ARTICLE VI, SECTION 6.01 entitled, "Late Charges," in its entirety. Said deletion to be taken from Page 12 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605.

INSERT a new DECLARATION ARTICLE VI, SECTION 6.01 entitled, "Late Charges." Said new addition, to be added to Page 12 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

6.01 Late Charges. Any Assessment not paid within 10 days after the same will have become due and payable, is subject to a monthly administrative late charge established by the Board, as the Board so determines. Each Owner is liable for any and all costs incurred by the Association in connection with the collection of delinquent Assessments from such Owner, including reasonable attorneys' fees, monthly administrative late charges, court costs, and other related charges.

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

AMENDMENT D

MODIFY DECLARATION ARTICLE V, SECTION 5.02(a). Said modification, to be made on Page 8 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, , is as follows (deleted language is crossed-out; new language is underlined):

(a) Maintenance and repair of those items which have been assigned to the Association hereunder, including, but not limited to the Common Elements ~~areas~~, including any assigned outdoor parking space provided to an Owner via a license, or if the same is deemed a Limited Common Element on the Plat, mowing, weeding, and landscaping on Lots as outlined in Declaration Article IX, Section 9.01(a), as amended, and any detention/retention facilities on the

Property.

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE IX, SECTION 9.01(a). Said new addition, to be added to Page 15 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

In addition to the maintenance and repair of the Common Element landscaping, the Association will provide reasonable lawn care for the individual Lots including the cutting and maintaining of any grass areas surrounding the Dwelling Unit, and will maintain, in the Board's business judgment discretion, watering, mulching, weeding, and fertilizing the plantings originally installed by the Declarant or Association on any Lot, which are maiden grasses, daylilies, coral-bells, boxwoods, taxus, junipers, rose bushes, burning bushes, and Lilacs.

MODIFY the SECOND SENTENCE of DECLARATION ARTICLE IX, SECTION 9.01(b). Said modification, to be made on Page 15 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, , is as follows (deleted language is crossed-out; new language is underlined):

Other than those items that are the Association's responsibility that are outlined in Article IX, Section 9.01(a), as amended, ~~t~~The Owner of each Lot shall furnish and be responsible for the following: all maintenance, repairs and replacements of any driveways and driveway aprons, shrubs, trees and other landscaping or any other improvements installed on his Lot, including utility lines serving the Dwelling Unit.

MODIFY DESIGN STANDARDS ARTICLE 9, SECTION 9.1. Said modification, to be made on Page D-2 of the Design Standards, Exhibit "D" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows (deleted language is crossed-out; new language is underlined):

9.1 Any landscaping/vegetation installed on a Lot by the Owner or previous Owner that has become diseased, or has subsequently died shall be removed by the Owner, and replaced within a reasonable time with a similar species. In the event it is determined by the Board that the landscaping died as a result of an action or failure to act by the Lot Owner, then in such instance the Owner shall be responsible, at its cost, to replace the landscaping/vegetation as provided herein.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Association's landscape maintenance, repair, and replacement responsibilities. 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 PARAGRAPH (d) to the end of DECLARATION ARTICLE IX, SECTION 9.01 entitled, "Improvement Responsibility." Said new addition, to be added to Page 16 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

(d) Improvement Responsibility. The individual Owner is responsible to insure, maintain, repair, and replace any exterior construction, addition, expansion, alteration, or other improvement made to, or installed on, the Lot, Dwelling Unit, Limited Common Elements or the Common Elements by the Owner or any prior Owner of the Owner's Lot or Dwelling Unit that were not standard features of Lots or Dwelling Units constructed by the original Declarant throughout the Property (including pergolas and retractable awnings), (these improvements are referred to in this section as an "Improvement") and such Improvements are subject to the following restrictions:

(1) The Owner is responsible to maintain, repair, replace, and insure any Improvement that is in existence now or in the future. The Owner is also responsible for any damage to the Common Elements arising from the installation, construction, use, repair, replacement, and/or removal of any part of any Improvement.

(2) If any part of the Improvement needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair, and/or replacement of the Property for which it is responsible, the Owner will temporarily remove the required portion of the Improvement as the Association requires, at the Owner's expense, within 30 days of the date of the Association's written notice, except in the case of an emergency when either the Association or the Owner will immediately remove the Improvement, at Owner's expense,

as circumstances dictate. The temporary removal will continue until the Association notifies the Owner that the maintenance, repair, and/or replacement work is complete. Upon the receipt of the notice of completion of work, the Owner may re-install the Improvement in its original location provided such re-installation fully complies with all terms and conditions of any warranty or guaranty held by the Association on or concerning the Common Elements or any component thereof.

(3) The Owner agrees to indemnify, hold harmless, and defend the Association, its Board, managing agent, and other Owners, against all liabilities, claims, or damages for property damage and/or bodily injury as well as against all claims, actions, and liabilities that may arise out of or relate to the installation, construction, use, maintenance, repair, and/or replacement of the Improvement.

(4) In the event of any uncertainty or good faith dispute as to whether a component is an Improvement the Owner is responsible for, the decision of the Board will be final, provided that such decision must be consistently followed in the future.

(5) An easement to use, maintain, repair, insure, and replace, in accordance with this Section, any Improvement existing as of the date of this Amendment is granted over the portion of the Properties on which such Improvement is located as well as the portion of the Property reasonably necessary to access the Improvement. Upon receipt of the Board's written approval to construct and/or install an Improvement after the date of this Amendment, an easement is created and granted to the Owner to use, maintain, repair, and replace, in accordance with this Section, the Improvement over the portion of the Property on which such Improvement is located as well as the portion of the Property reasonably necessary to access the Improvement.

(6) No Improvement may be constructed on the Property without the Board's prior, written approval in accordance with Declaration Article XII, Section 12.01. Any Improvements currently in existence must comply with the provisions of this Article IX, Section 9.01(d).

(7) The term "Improvements" as defined by this Section only includes items that were not installed by the original Declarant, and therefore nothing in this provision changes or modifies any of the Association's improvement responsibility for common

elements that were originally installed by the Declarant, as the Association's Board of Directors will only approve Owners to install Improvements if that Owner (and therefore all future Owners in that Lot's chain of title) agrees to be responsible for the maintenance, repair, replacement, and insurance of the Improvements.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above terms, conditions, restrictions, and requirements for construction, additions, expansions, alterations, or other improvements of, made to, or installed on any Common Element or Limited Common Element, including the grant of easement for such Improvement(s). The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT F

INSERT a new DECLARATION ARTICLE XIV, SECTION 14.08 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 21 of to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

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

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

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

(2) delivered in accordance with Paragraph (c) below, to the Board President, to any two other Directors, to the Association at the address of the Property, to the Association's manager or management company, if any, the Association's statutory agent

registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

(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 Dwelling Unit;
- (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Dwelling Unit address or to another address the Owner designates in writing to the Board; or
- (4) delivered in accordance with Paragraph (c) below. If there is more than one Person owning a single Lot, a notice given to any one of those several Persons is deemed to have been given personally to all of the Persons owning an interest in the Lot.

(c) New Communication Technologies.

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

- (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, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

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

DELETE BYLAWS ARTICLE I, SECTION 1.03 entitled, "Proxies," in its entirety. Said deletion to be taken from Page C-1 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605.

INSERT a new BYLAWS ARTICLE I, SECTION 1.03 entitled, "Voting Methods." Said new addition, to be added to Page C-1 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

1.03 Voting Methods. Prior to sending the notice for any meeting, as required by Bylaws Article I, Section 1.07, as amended, and depending on the conduct of the meeting as determined by the Board in accordance with Bylaws Article I, Section 1.11, as amended, voting will be conducted via one of the following methods:

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

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the Member. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Member's intent to cast a ballot on a matter in the way identified by the Member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Members no later than the date the meeting notice is sent to the Members in accordance with Bylaws Article I, Section 1.07, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Member were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, voting may be conducted in person or by proxy, as provided for in this Bylaws Article I, Section 1.03(a) above, and in addition the Board may authorize the Members to vote by mail or Electronic Voting Technology as provided for in this Bylaws Article I, Section 1.03(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.

DELETE BYLAWS ARTICLE I, SECTION 1.07 entitled, "Notice of Meetings," in its entirety. Said deletion to be taken from Page C-2 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605.

INSERT a new BYLAWS ARTICLE I, SECTION 1.07 entitled, "Notice of Meetings." Said new addition, to be added to Page C-2 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

1.07 Notice of Meetings. Written notice of each meeting of Members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with Declaration Article XIV, Section 14.08, as amended, at least fifteen days before the meeting, to each Member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and 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.

MODIFY BYLAWS ARTICLE I, SECTION 1.09. Said modification, to be made on Page C-2 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows (deleted language is crossed-out; new language is underlined):

1.09 Action by Unanimous Written Consent of the Owners. Any action which may be authorized or taken at a meeting of the Owners may be authorized or taken without a meeting in accordance with the voting methods in Bylaws Article I, Section 1.03, as amended in a writing or writings signed by all of the Owners. ~~The writing or writings evidencing such action taken by the unanimous written consent of the Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Owners shall be sent to all persons entitled to notice under these By-Laws at least five (5) calendar days prior to the circulation of the action for unanimous written consent among the Owners and shall specify the action proposed to be so taken.~~ Such voting records will be filed with the Association.

MODIFY BYLAWS ARTICLE I, SECTION 1.10. Said modification, to be made on Page C-2 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows (deleted language is crossed-out; new language is underlined):

1.10 Quorum. The presence of Members either in person or their proxies at the a 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, ~~of Members entitled to cast, or of proxies entitled to cast,~~ fifty-one percent (51%) of the votes of membership shall constitutes a quorum for any action except as otherwise provided for in the Articles of Incorporation ("Articles"), Declaration, or By-Laws. Ballots submitted via mail or by Electronic Voting Technology also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is a Member that is eligible to vote and to maintain a record of any vote. If, however, such quorum ~~shall~~ is not be present or represented at any meeting, the Members entitled to vote thereat ~~shall~~ have the power to adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum ~~as aforesaid~~ shall be is present or represented.

DELETE BYLAWS ARTICLE I, SECTION 1.11 entitled, "Order of Business," in its entirety. Said deletion to be taken from Page C-3 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605.

INSERT a new BYLAWS ARTICLE I, SECTION 1.11 entitled, "Conduct of Business." Said new addition, to be added to Page C-3 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

1.11 Conduct of Meetings. Prior to the meeting notice being sent to the Members in accordance with Bylaws Article I, Section 1.07, as amended, the Board will determine whether the meeting will be conducted physically so that the Members may attend in person, or by the use of Authorized Communications Equipment. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the 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 Members to attend the meeting, unless the Member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board's purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

DELETE BYLAWS ARTICLE III, SECTION 3.02 entitled, "Election of Directors," in its entirety. Said deletion to be taken from Page C-5 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605.

INSERT a new BYLAWS ARTICLE III, SECTION 3.02 entitled, "Nominations and Election of Directors." Said new addition, to be added to Page C-5 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

3.02 Nominations and Election of Directors.

(a) Nominations. Nominations for the election of Directors to be elected by the Members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article III, Section 3.01. Any Member may submit their name to the nominating committee as a candidate, and the nominating committee must nominate that Member if that Member satisfies all the qualifications to be a Director as further provided for in Bylaws Article III, Section 3.01. If there are fewer nominees than vacancies, the nominating committee must nominate additional Member(s) to be elected prior to the ballots being sent to the Members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee or the Board will establish deadlines for when a request for nominations is sent to all Members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article I, Section 1.07, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

(b) Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Members is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article I, Section 1.03, as amended. The Association is not required to send ballots to the Members via any method if there are an equal number of nominations as there are candidates, which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

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

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

For the election of Directors, the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes will be elected. Unless the nominated candidates whom have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if the Board fails to appoint a nominating committee, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving 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 Members no later than fifteen days after the meeting.

DELETE BYLAWS ARTICLE X, SECTION 10.05 entitled, "Service of Notices on the Board," in its entirety. Said deletion to be taken from Page C-16 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605.

INSERT a new BYLAWS ARTICLE X, SECTION 10.05 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page C-16 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

10.05 Notices and Other Actions and Communications. All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Members must be delivered in accordance with Declaration Article XIV, Section 14.08, as amended.

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 G

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 3.01. Said new addition, to be added to Page C-5 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

Directors must also be in good standing. Good standing requires the Director not be an adverse party in any litigation involving one or more of the following parties: the Association, the Board, or any Director (in that member's capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. In addition to the

provisions of Bylaws Article III, Section 3.05, a majority of the remaining Directors may remove any Director who ceases to meet such good standing qualifications during their term. Any current Director not in good standing, as defined above, at the time this amendment is recorded with the Montgomery County Recorder, has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 3.05. Said new addition, to be added to Page C-6 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

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

(a) by order of court, the Director has been found to be of unsound mind,

(b) the Director files for bankruptcy or has been adjudicated bankrupt,

(c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years,

(d) the Director is no longer a member in good standing as defined in Bylaws Article III, Section 3.01, as amended,

(e) the Director is physically incapacitated in such a manner that prohibits the Director for voting or participating in Board meetings, or

(f) the Director fails to attend three consecutive meetings.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications and removal of Directors. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the

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

AMENDMENT H

INSERT a new BYLAWS ARTICLE XI entitled, "INDEMNIFICATION." Said new addition, to be added to Page C-16 of the Bylaws, Exhibit "C" to the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

ARTICLE XI INDEMNIFICATION

11.01 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.

11.02 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.

11.03 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.

11.04 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).

11.05 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.

The Monument Walk Homeowners' Association, Inc. has caused the execution of this instrument this 27 day of April, 2021.

MONUMENT WALK HOMEOWNERS' ASSOCIATION, INC.

By: 

Steven R. Reed, President

STATE OF OHIO)
COUNTY OF Miami) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Monument Walk Homeowners' Association, Inc., by its President, who acknowledged that he did sign the foregoing instrument, on Page 21 of 22, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officers.

I have set my hand and official seal this 27 day of April, 2021.

Lori Rademachir
NOTARY PUBLIC

Place notary stamp/seal here:
LORI RADEMACHIR, Notary Public
In and for the State of Ohio
My Commission Expires 9/10/22
Recorded in Miami County

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
11311 Cornell Park Drive, Suite 220
Cincinnati, Ohio 45242
(513) 878-1771
ohiohoalaw.com

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