



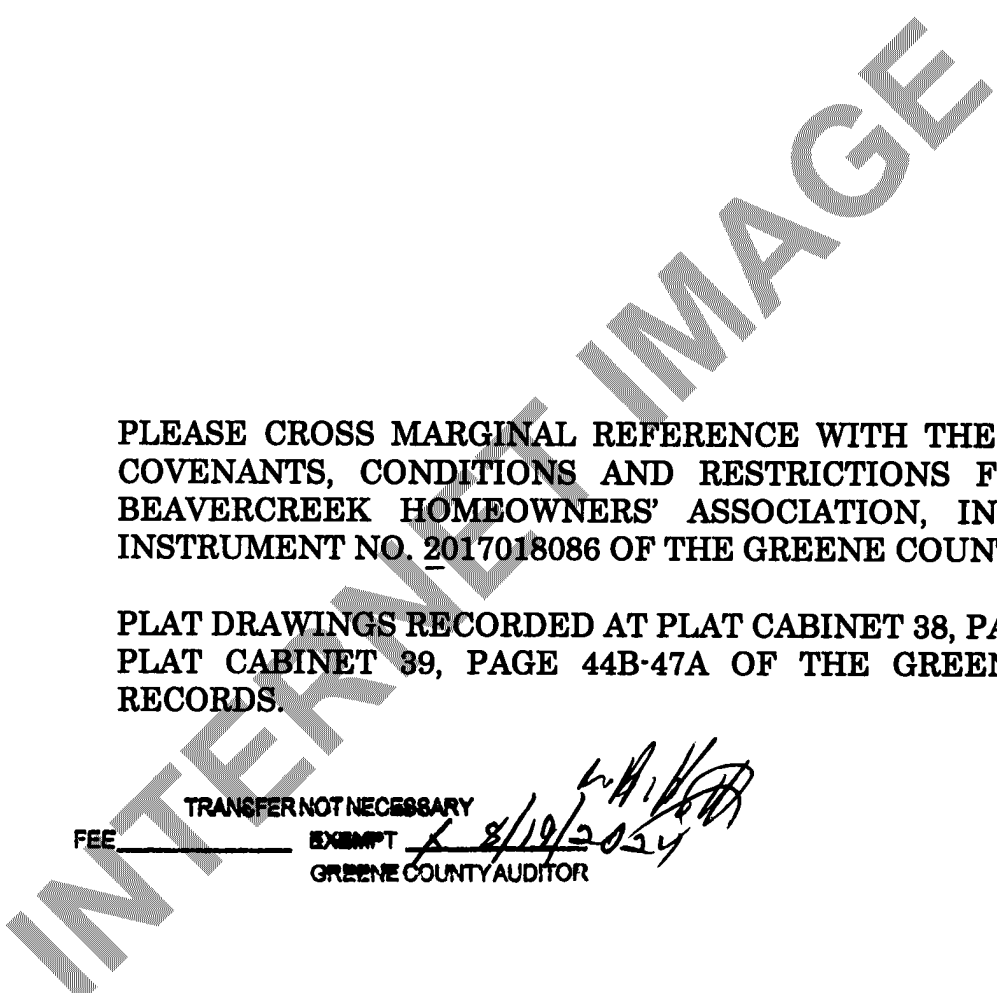
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RESOLUTION OF DECLARATION 22 Pages

**AMENDMENTS TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**COTTAGES OF BEAVERCREEK HOMEOWNERS' ASSOCIATION, INC.**

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTAGES OF BEAVERCREEK HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 2017018086 OF THE GREENE COUNTY RECORDS.

PLAT DRAWINGS RECORDED AT PLAT CABINET 38, PAGE 216B-219B AND PLAT CABINET 39, PAGE 44B-47A OF THE GREENE COUNTY PLAT RECORDS.

TRANSFER NOT NECESSARY  
FEE \_\_\_\_\_ EXEMPT *8/19/2024*  
GREENE COUNTY AUDITOR



**AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COTTAGES OF BEAVERCREEK HOMEOWNERS' ASSOCIATION, INC.**

**RECITALS**

- A.** The Declaration of Covenants, Conditions and Restrictions for Cottages of Beaver Creek Homeowners' Association, Inc. (the "Declaration") and the Cottages of Beaver Creek Homeowners' Association, Inc. Bylaws (the "Bylaws"), Exhibit C of the Declaration, were recorded at Greene County Records, Instrument No. 2017018086.
- B.** The Cottages of Beaver Creek Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Cottages of Beaver Creek 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, as amended, authorizes amendments to the Bylaws.
- E.** A meeting, including any change, adjournment, or continuation of the meeting, of the Association's Owners was held on or about March 28, 2024 and June 17, 2024, and, at that meeting, 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").
- G.** Owners representing 78.57 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.
- H.** Owners representing 75 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment B and signed powers of attorney authorizing the Association's officers to execute Amendment B on the Owners' behalf, as documented in the Association's records.
- I.** Owners representing 79.76 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment C and signed powers of attorney authorizing the Association's officers to execute Amendment C on the Owners' behalf, as documented in the Association's records.

**J.** Owners representing 82.14 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment D and signed powers of attorney authorizing the Association's officers to execute Amendment D on the Owners' behalf, as documented in the Association's records.

**K.** Owners representing 77.38 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment F and signed powers of attorney authorizing the Association's officers to execute Amendment F on the Owners' behalf, as documented in the Association's records.

**L.** Owners representing 76.19 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment G and signed powers of attorney authorizing the Association's officers to execute Amendment G on the Owners' behalf, as documented in the Association's records.

**M.** The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5312 of the Ohio Revised Code, the Declaration, and Bylaws, in all material respects.

### **AMENDMENTS**

The Declaration of Covenants, Conditions and Restrictions for Cottages of Beaver Creek Homeowners' Association, Inc. is amended by the following:

#### **AMENDMENT A**

**INSERT a new DECLARATION ARTICLE XV entitled, "PROPERTY RESTRICTIONS" AND INSERT a new SECTION 15.01 entitled, "Occupancy Restriction."** Said new addition to the Declaration is:

#### **ARTICLE XV PROPERTY RESTRICTIONS**

**15.01 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 on the Lot, and from remaining in or on the 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 Unit 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 VI, SECTION 6.01 entitled, "Late Charges," in its entirety.**

**INSERT a new DECLARATION ARTICLE VI, SECTION 6.01 entitled, "Late Charges." Said new addition to the Declaration is:**

**6.01 Late Charges. If any assessment is not paid within ten calendar days after the same has become due, the Association may impose a reasonable late payment charge against the Lot.**

**MODIFY the SECOND SENTENCE of BYLAWS ARTICLE IX, SECTION 9.01(a). Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):**

**If any assessment is not paid within ten (10) days after the due date, the Board may charge a late fee in accordance with Declaration Article VI, Section 6.01, as amended, and the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property.**

Any conflict between these provisions 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. 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

INSERT a new DECLARATION ARTICLE XIV, SECTION 14.08 entitled, "Notices and Other Actions and Communications." Said new addition to the Declaration is:

**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 Section (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 Lot on the Lot,
- (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Unit address or to another address the Owner designates in writing to the Board, or
- (4) delivered in accordance with Section (c) below.

If there is more than one Person owning a single 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 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 Sections (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 Section (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, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in Section (b)(1)-(3), above.

DELETE BYLAWS ARTICLE I, SECTION 1.03 entitled, "Proxies," in its entirety.

INSERT a new BYLAWS ARTICLE I, SECTION 1.03 entitled, "Voting Methods."  
Said new addition to the Bylaws is:

1.03 Voting Methods. 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, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article I, Section 1.03(a) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article I, Section 1.03(b) above, or any combination of all voting methods permitted in this Section 1.03.



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 and Regulations 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.**

**INSERT a new BYLAWS ARTICLE I, SECTION 1.07 entitled, "Notice of Meetings."**  
Said new addition to the Bylaws is:

**1.07 Notice of Meetings.** Written notice of each meeting of the Members will be given by, or at the direction of, the secretary or Person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with the Declaration and these Bylaws at least 15 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 in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the Members, the specific motion or motions (other than procedural) to be voted upon.

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

**MODIFY BYLAWS ARTICLE I, SECTION 1.09 entitled, "Action by Unanimous Written Consent of the Owners."** Said modification to the Bylaws/ is (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 (except the election or removal of Directors, which must be taken at an

~~Association meeting) may be authorized or taken without a meeting in accordance with the voting methods in Bylaws Article I, Section 1.03, as amended a writing or writings signed by all of the Owners. The writing or writings voting records evidencing such action taken by the unanimous written consent of the Owners shall will 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 Bylaws 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.~~

INSERT a new PARAGRAPH at the end of BYLAWS ARTICLE I, SECTION 1.10. Said new addition to the Bylaws is:

Ballots submitted via mail or by Electronic Voting Technology also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the Person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE I, SECTION 1.11 entitled, "Order of Business," in its entirety.

INSERT a new BYLAWS ARTICLE I, SECTION 1.11 entitled, "Conduct of Meetings." Said new addition to the Bylaws is:

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, if the meeting will be conducted by the use of Authorized Communications Equipment, or a combination of both methods.

If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment 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 must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.

**DELETE BYLAWS ARTICLE III, SECTION 3.02 entitled, "Election of Directors," in its entirety.**

**INSERT a new BYLAWS ARTICLE III, SECTION 3.02 entitled, "Nominations and Election of Directors." Said new addition to the Bylaws is:**

**3.02 Nominations and Election of Directors.** 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; there will be no nominations from the floor. 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 qualified candidate may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that Person if that Person satisfies all the qualification requirements of Bylaws Article III, Section 1. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional Person(s) to be elected prior to the ballots being sent to the Members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all Members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article 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 and Regulations necessary to establish processes and deadlines in accordance with this nominations provision.

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 distribute ballots to the Members via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

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

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

For the election of Directors, the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to

exercise under the provisions of the Declaration and these Bylaws. The Persons receiving the largest number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

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

**DELETE BYLAWS ARTICLE XII, SECTION 10.05 entitled, "Service of Notices on the Board," in its entirety.**

**INSERT a new BYLAWS ARTICLE XII, SECTION 10.05 entitled, "Notices and Other Actions and Communications." Said new addition to the Bylaws is:**

**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, reduction of quorum, 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 D**

**DELETE BYLAWS ARTICLE I, SECTION 1.05** entitled, **“First Meeting,”** in its entirety.

**INSERT a new BYLAWS ARTICLE I, SECTION 1.05** entitled, **“Annual Meeting.”**  
Said new addition to the Bylaws/Declaration is:

**1.05 Annual Meeting.** For the election of the Board of Directors, the presentation of reports, and the transaction of any other business as is set forth in the meeting notice, the Association’s annual meeting will be held at a time, at a place, and on a date during the third quarter of each calendar year as the Board of Directors determines and as stated in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. 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**

*Intentionally Left Blank - Amendment Proposal Did Not Pass*

**AMENDMENT F**

**INSERT TWO new PARAGRAPHS to the end of BYLAWS ARTICLE III, SECTION 3.01. Said new addition to the Bylaws is:**

**Directors must be in good standing. "Good standing" means the Director is not 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. Any current Director not in good standing, as defined in this Section, at the time this amendment is recorded with the Greene County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.**

**The majority of the Board may not consist of the Owners or representatives from the same Lot unless authorized by a resolution adopted by the Board prior to the majority being comprised of Owners or representatives from the same Lot.**

**INSERT PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 3.05. Said new addition to the Bylaws is:**

**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 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 a manner that prohibits the Director from 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 G

INSERT a new BYLAWS ARTICLE XI entitled, "INDEMNIFICATION." Said new addition to the Bylaws is:

#### ARTICLE XI INDEMNIFICATION

10.01 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 the Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorney 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 a Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) the 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) the 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, the 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 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. Until a determination is made, the Director(s), officer(s), or committee member(s) is or are entitled to a defense of the claims by the Association. 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 the 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 action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

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

**10.03 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 the capacity or arising out of their status as a Director, officer, or committee member.

**10.04 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 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 the Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under the contract or agreement (except as an Association Member).

**10.05 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 the Director, officer, or committee member is limited to the proportion of the total liability as the Owner's pro rata share bears to the total percentage interest of all the Owners as Association Members.

Any conflict between this provision and any other provisions of the Declaration, Bylaws, and the Association's Articles of Incorporation 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.

**AMENDMENT H**

***Intentionally Left Blank - Amendment Proposal Did Not Pass***

The Cottages of Beaver Creek Homeowners' Association, Inc. has caused the execution of this instrument this 2<sup>nd</sup> day of July, 2024.

**COTTAGES OF BEAVERCREEK HOMEOWNERS' ASSOCIATION, INC.**

By: Michael W. Seagraves  
MICHAEL W. SEAGRAVES, President

By: Michelle R. Robertson  
MICHELLE R. ROBERTSON, Secretary

INTERNET IMAGE

STATE OF OHIO )  
COUNTY OF Greene ) SS

**BEFORE ME**, a Notary Public, in and for the County, personally appeared the above-named Cottages of Beavercreek Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 19 of 22, and that the same is the free act and deed of the 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 2<sup>nd</sup> day of July, 2024.

  
NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:  
**KAMAN & CUSIMANO, LLC**  
Attorneys at Law  
4695 Lake Forest Drive, Suite 300  
Cincinnati, Ohio 45242  
(513) 878-1771  
ohiocondolaw.com

INTERPRETIVE IMAGE

**LEGAL DESCRIPTION**

Situated in the City of Beavercreek, County of Greene, and in the State of Ohio, and being Lots Numbered 1-47, inclusive of Cottages at Beavercreek Phase 1 as recorded in Simms Cottages of Beavercreek Phase 1 in Plat Cabinet 38, Pages 216B-219B of the Plat Records of Greene County, Ohio.

PARCEL NUMBER	UNIT ADDRESS	LOT NUMBER
B420003000300372-00	4475 Cottage Park Drive	1
B420003000300373-00	4473 Cottage Park Drive	2
B420003000300374-00	4471 Cottage Park Drive	3
B420003000300375-00	4469 Cottage Park Drive	4
B420003000300376-00	4467 Cottage Park Drive	5
B420003000300377-00	4458 Cottage Park Drive	6
B420003000300378-00	4456 Cottage Park Drive	7
B420003000300379-00	4454 Cottage Park Drive	8
B420003000300380-00	4452 Cottage Park Drive	9
B420003000300381-00	4450 Cottage Park Drive	10
B420003000300382-00	4448 Cottage Park Drive	11
B420003000300383-00	4446 Cottage Park Drive	12
B420003000300384-00	4444 Cottage Park Drive	13
B420003000300385-00	4442 Cottage Park Drive	14
B420003000300386-00	4400 Cottage Park Drive	15
B420003000300387-00	4438 Cottage Park Drive	16
B420003000300388-00	4445 Faith Court	17
B420003000300389-00	4443 Faith Court	18
B420003000300390-00	4441 Faith Court	19
B420003000300391-00	4439 Faith Court	20
B420003000300392-00	4437 Faith Court	21
B420003000300393-00	4435 Faith Court	22
B420003000300394-00	648 Coral Court	23
B420003000300395-00	646 Coral Court	24
B420003000300396-00	644 Coral Court	25
B420003000300397-00	642 Coral Court	26
B420003000300398-00	640 Coral Court	27
B420003000300399-00	638 Coral Court	28
B420003000300400-00	649 Angler Court	29
B420003000300401-00	647 Angler Court	30
B420003000300402-00	645 Angler Court	31
B420003000300403-00	643 Angler Court	32
B420003000300404-00	641 Angler Court	33
B420003000300405-00	639 Angler Court	34
B420003000300406-00	637 Angler Court	35
B420003000300407-00	4389 Kent Court	36
B420003000300408-00	4387 Kent Court	37
B420003000300409-00	4385 Kent Court	38
B420003000300410-00	4383 Kent Court	39
B420003000300411-00	4381 Kent Court	40
B420003000300412-00	636 Anchor Court	41
B420003000300413-00	634 Anchor Court	42
B420003000300414-00	632 Anchor Court	43
B420003000300415-00	630 Anchor Court	44

PARCEL NUMBER	UNIT ADDRESS	LOT NUMBER
B420003000300416-00	628 Anchor Court	45
B420003000300417-00	626 Anchor Court	46
B420003000300418-00	Anchor Court	47

Situated in the City of Beavercreek, County of Greene, and in the State of Ohio, and being Lots Numbered 50-87, inclusive of Cottages at Beavercreek Phase 2, as recorded in Simms Cottages of Beavercreek Phase 2 in Plat Cabinet 39, Pages 44B-47A of the Plat Records of Greene County, Ohio.

PARCEL NUMBER	UNIT ADDRESS	LOT NUMBER
B420003000300419-00	635 Bungalow Court	50
B420003000300420-00	633 Bungalow Court	51
B420003000300421-00	631 Bungalow Court	52
B420003000300422-00	629 Bungalow Court	53
B420003000300423-00	627 Bungalow Court	54
B420003000300424-00	625 Bungalow Court	55
B420003000300425-00	4379 Chesapeake Lane	56
B420003000300426-00	4377 Chesapeake Lane	57
B420003000300427-00	4375 Chesapeake Lane	58
B420003000300428-00	4373 Chesapeake Lane	59
B420003000300429-00	4371 Chesapeake Lane	60
B420003000300430-00	624 Boothbay Court	61
B420003000300431-00	622 Boothbay Court	62
B420003000300432-00	620 Boothbay Court	63
B420003000300433-00	618 Boothbay Court	64
B420003000300434-00	616 Boothbay Court	65
B420003000300435-00	614 Boothbay Court	66
B420003000300436-00	611 Cape Cod Court	67
B420003000300437-00	609 Cape Cod Court	68
B420003000300438-00	607 Cape Cod Court	69
B420003000300439-00	605 Cape Cod Court	70
B420003000300440-00	603 Cape Cod Court	71
B420003000300441-00	601 Cape Cod Court	72
B420003000300442-00	4362 Cottage Park Dr.	73
B420003000300443-00	4360 Cottage Park Dr.	74
B420003000300444-00	4358 Cottage Park Dr.	75
B420003000300445-00	4356 Cottage Park Dr.	76
B420003000300446-00	4354 Cottage Park Dr.	77
B420003000300447-00	4352 Cottage Park Dr.	78
B420003000300448-00	4350 Cottage Park Dr.	79
B420003000300449-00	4367 Cottage Park Dr.	80
B420003000300450-00	4365 Cottage Park Dr.	81
B420003000300451-00	4363 Cottage Park Dr.	82
B420003000300452-00	4361 Cottage Park Dr.	83
B420003000300453-00	4359 Cottage Park Dr.	84
B420003000300454-00	4357 Cottage Park Dr.	85
B420003000300455-00	4355 Cottage Park Dr.	86
B420003000300456-00	4353 Cottage Park Dr.	87
B420003000300457-00	Cottage Park Dr.	88

**DESCRIPTION CHECK**

Greene County Engineer's Tax Map Dept.

- Legally Sufficient As Described
- Legally Sufficient With Corrections Needed
- Legally Insufficient, New Survey Required

By: *[Signature]* Date: *10/19/2024*  
 PAR ID: DIST \_\_\_ BK \_\_\_ PG \_\_\_ PAR \_\_\_

*See parcel #15 Pg 21 & 22*

**INTER**