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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP AND IMPOSING COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS
SHADOWCREEK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP AND IMPOSING COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE PROJECT KNOWN AS SHADOWCREEK CONDOMINIUM RECORDED AT MICROFICHE 8000114A01 OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 110, PAGES 5-5M OF THE MONTGOMERY COUNTY RECORDS.

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**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP AND
IMPOSING COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS
SHADOWCREEK CONDOMINIUM**

RECITALS

- A. The Declaration of Condominium Establishing a Plan for Condominium Ownership and Imposing Covenants, Conditions, Easements and Restrictions for the project known as Shadowcreek Condominium (the “Declaration”) and the Bylaws of Shadowcreek Association, attached to and made part of the Declaration (the “Bylaws”), were recorded at Montgomery County Records Microfiche 8000114A01.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the “Board”), without a vote of the Unit Owners, to amend the Declaration “to bring the Declaration into compliance with this Chapter.”
- C. Ohio Revised Code Section 5311.05(E)(1)(a) authorizes the Board, without a vote of the Unit Owners, to amend the Declaration “to meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions.”
- D. The Board approved the following matters to be modified (the “Amendments”) to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 (“Chapter 5311”) and the requirements of mortgages, the federal housing administration, and/or federal law.
- E. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- F. Attached as Exhibit A is a certification of the Association’s President stating that the Amendments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).
- G. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Establishing a Plan for Condominium Ownership and Imposing Covenants, Conditions, Easements and Restrictions for the project known as Shadowcreek Condominium is amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term “Common Areas” or “Common Areas and Facilities” are replaced with the term “Common Elements.”
- (2) All references in the Declaration and Bylaws to the term “Limited Common Areas” or “Limited Common Areas and Facilities” are replaced with the term “Limited Common Elements.”
- (3) All references in the Declaration and Bylaws to the term “Board of Managers” or “Board of Trustees” are replaced with the term “Board of Directors.”
- (4) DELETE DECLARATION SECTION 22.12, entitled “Statutory Agent for Association,” in its entirety.

INSERT a NEW DECLARATION SECTION 22.12 entitled “Statutory Agent for Association.” Said new addition to the Declaration is:

Section 22.12. Statutory Agent for Association. The Board will designate the person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

- (5) INSERT a NEW DECLARATION SECTION 22.26 entitled “Enforcement Assessments.” Said new addition to the Declaration is:

Section 22.26. Enforcement Assessments. The Board has the authority to impose interest and administrative late fees for the late payment of assessments, impose returned check charges, and, in accordance with Chapter 5311, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements. The Board will impose the following enforcement procedure for levying enforcement assessments:

(a) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, that includes all of the following:

- (1) A description of the property damage or violation;
- (2) The amount of the proposed charge or assessment;
- (3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (4) A statement setting forth the procedures to request a hearing;
- (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(b) Hearing Requirements:

- (1) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
- (2) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.
- (3) The Board will not levy a charge or assessment before holding a properly requested hearing.

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

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

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

(6) INSERT a NEW SENTENCE to the end of DECLARATION SECTION 13.11. Said new addition to the Declaration is:

The Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees, and paralegal fees.

(7) MODIFY the LAST SENTENCE of DECLARATION SECTION 13.12. Said modification to the Declaration is: (deleted language is crossed out; new language is underlined)

Such a certificate shall contain a description of the Unit against which the lien exists, the name of the record Owner thereof, the amount of unpaid assessments, fees and charges; and the certificate shall be signed by the president or other ~~chief officer~~ designated representative of the Association.

(8) INSERT a NEW PARAGRAPH to the end of DECLARATION SECTION 13.1. Said new addition to the Declaration is:

The Association will credit payments made by a Unit Owner in the following order of priority:

(a) First, to interest owed to the Association;

(b) Second, to administrative late fees owed to the Association;

(c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and

(d) Fourth, to the principal amounts the Unit Owner owes to the Association for the or enforcement chargeable against the Unit.

(9) INSERT a NEW PARAGRAPH to the end of DECLARATION SECTION 18.16. Said new addition to the Declaration is:

The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any occupant of the Unit, or the owner of the Unit. The Association, as the Unit Owner's agent, will bring such action in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

(10) INSERT a NEW BYLAWS CHAPTER VII, SECTION 7.1(f). Said new addition to the Bylaws is:

f. The Board may impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws, or amendments thereto as well as reasonable charges for the handling of re-financing or resale documentation, and statements of unpaid assessments.

(11) INSERT a NEW DECLARATION SECTION 18.21, entitled "Owner/Resident Information." Said new addition to the Declaration is:

Section 18.21. Owner/Resident Information. Each Unit Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and all occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Unit Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change

(12) INSERT a NEW PARAGRAPH to the end of BYLAWS CHAPTER X, SECTION 10.1. Said new addition to the Bylaws is:

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

- a. Information that pertains to Condominium Property-related personnel matters;
- b. Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- c. Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- d. Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against Unit Owners;
- e. Information the disclosure of which is prohibited by state or federal law.
- f. Records that date back more than five years prior to the date of the request.

(13) MODIFY BYLAWS CHAPTER IV, SECTION 4.1. Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

Section 4.1. Number. The affairs of this Association shall be managed by a Board of ~~Managers~~Directors required by Section 5311.08 of the Revised Code of Ohio, and all said ~~Trustees~~ Directors shall be required to be members of the Association or the spouse of a member ~~excepting those serving as original Trustees named in the Articles of Incorporation and/or those Trustees appointed by Declarant.~~ If a member is not an individual, that member may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that member. The majority of the Board will not consist of members or representatives from the same Unit unless authorized by a resolution adopted by the

Board of Directors prior to the Board majority being comprised of members or representatives from the same Unit. The Association has been formed and created with three ~~Trustees~~Directors, and the number of ~~Trustees~~Directors may be increased by a vote of the members of the Association, but the number of the ~~Trustees~~Directors shall not be reduced below three such persons.

(14) INSERT a NEW SENTENCE to the end of DECLARATION SECTION 13.2. Said new addition to the Declaration is:

If the Association has collected a common surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) INSERT a NEW DECLARATION SECTION 22.15(g). Said new addition to the Declaration is:

(g) In addition, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

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

(2) To meet the requirements of insurance underwriters;

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

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

(5) To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be

accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

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

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

Any Unit Owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(16) INSERT a NEW PARAGRAPH (g) to BYLAWS ARTICLE VII, SECTION 7.1. Said new addition to the Bylaws is:

(g) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

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

(ii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(iii) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(iv) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(v) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(vi) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(17) INSERT a NEW DECLARATION SECTION 22.27, entitled "Notices to Unit Owners." Said new addition to the Declaration is:

Section 22.27. Notices to Unit Owners. Any notice required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

(a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(b) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit 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 Unit Owner by either regular mail or hand delivered.

(18) **MODIFY** the **FIRST SENTENCE** of **DECLARATION SECTION 13.2**. Said modification to the Declaration is: (deleted language is crossed out; new language is underlined)

At least once for every fiscal year, and not necessarily during said year, the Association shall estimate the total dollar amount necessary to pay the Common Expenses as defined in Section 3.4 on page 5 above, including an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Area Elements which must be replaced on a periodic basis and in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually, and including but not limited to the maintenance services described in Section 14 to 14.3, the operation, management and administration of the Common Area Elements and of the Association itself, and insurance costs as described in Sections 21 to 21.2 and 21.11, for the fiscal year in question.

(19) **INSERT** a **NEW DECLARATION SECTION 21.13**, entitled "Fidelity Coverage." Said new addition to the Declaration is:

Section 21.13. Fidelity Coverage. The Board must maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the Unit Owners association.

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

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

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

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

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

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

(20) MODIFY DECLARATION SECTION 18.5. Said modification to the Declaration is: (deleted language is crossed out; new language is underlined)

Section 18.5. Residential Usage. No Unit shall be used for any purpose other than as a residence site ~~as provided herein:~~

~~(a) For a single family, meaning a group of persons each of whom is related to the other by blood, marriage or adoption who are living together and maintaining a common household; but excluding two or more married couples and also excluding two or more parents (not married to each other and not themselves~~

~~parent and child) in situations where each of such parents has a child or stepchild step-relative living with that parent.~~

~~(b) Provided, however, that in any event and notwithstanding the restrictions set forth above, any two bedroom Unit may be occupied as a residence site by two adult persons and any three bedroom Unit by three adult persons, to the extent such persons are the only occupants or residents on the premises, and any such combination of persons shall be deemed to be a family for the purposes of this Condominium Plan.~~

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

The Shadowcreek Association has caused the execution of this instrument this 12th day of January, 2026.

SHADOWCREEK ASSOCIATION

By: Judy L. Meier, President
JUDY L. MEIER, President

STATE OF Ohio)
COUNTY OF Montgomery) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Shadowcreek Association, by **JUDY L. MEIER**, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

I have set my hand and official seal this 12th day of January, 2026

Melinda S King
NOTARY PUBLIC

Place notary stamp/seal here:



MELINDA S KING
Notary Public, State of Ohio
My Commission Expires:
May 26, 2026

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

The Shadowcreek Association has caused the execution of this instrument this 12th day of January, 2026.

SHADOWCREEK ASSOCIATION

By: James S. Gillespie, Vice President
JAMES S. GILLESPIE, Vice President

STATE OF Ohio)
COUNTY OF Montgomery) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Shadowcreek Association, by JAMES S. GILLESPIE, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 12th day of January, 2026.

Melinda S King
NOTARY PUBLIC

Place notary stamp/seal here:



MELINDA S KING
Notary Public, State of Ohio
My Commission Expires:
May 26, 2026

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

EXHIBIT A-1

CERTIFICATION OF OFFICERS

STATE OF Ohio)
COUNTY OF Montgomery) SS

JUDY L. MEIER, being the duly elected and acting President of the Shadowcreek Association, certifies that the Amendments to the Declaration of Condominium Establishing a Plan for Condominium Ownership and Imposing Covenants, Conditions, Easements and Restrictions for the project known as Shadowcreek Condominium were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).

Judy L. Meier President
JUDY L. MEIER, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named JUDY L. MEIER who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 12th day of January, 2020.

Melinda S King
NOTARY PUBLIC

Place notary stamp/seal here:



MELINDA S KING
Notary Public, State of Ohio
My Commission Expires:
May 26, 2026