

**LANGUAGE TO AMEND THE DECLARATION AND BYLAWS FOR
PROVIDENCE MANOR HOME OWNERS ASSOCIATION**

The Board of Directors for the Providence Manor Home Owners Association proposes that the Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements for Providence Manor Home Owners Association ("Declaration"), as recorded at Book 1571, Page 321 et seq., and the Bylaws for Providence Manor Home Owners Association ("Bylaws"), as recorded at Book 8326, Page 1403 et seq., of the Butler County Records, be amended as follows:

AMENDMENT A

INSERT a new DECLARATION ARTICLE VII, SECTION 7.6 entitled, "**Notices and Other Actions and Communications.**" Said new addition to the Declaration is:

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

7.6.1 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:

7.6.1.1 by regular U.S. mail, first-class postage prepaid, or

7.6.1.2 delivered in accordance with Section (7.6.3) below, to the Board President, to any two other Directors, to the Association at the address of the subdivision, to the Association's manager or management company, if any, to 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.

7.6.2 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:

7.6.2.1 personally delivered to the Owner,

7.6.2.2 placed under or attached to the front or main entry door of the Owner's Lot,

7.6.2.3 sent by regular U.S. mail, first-class postage prepaid, to the Owner's Lot address or to another address the Owner designates in writing to the Board, or

7.6.2.4 delivered in accordance with Section (7.6.3) 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.

7.6.3 New Communication Technologies.

7.6.3.1 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 the Sections above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

7.6.3.1.1 any notice required in the Declaration or Bylaws to be sent or received,

7.6.3.1.2 any signature, vote, consent, or approval required to be obtained, and

7.6.3.1.3 any payment required to be made by the Declaration or Bylaws.

7.6.3.2 The use of electronic mail or other transmission technology is subject to the following:

7.6.3.2.1 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 (7.6.2.1)-(7.6.2.3) above.

7.6.3.2.2 For voting on matters, including amendments, 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.

7.6.3.2.3 An electronic mail or transmission technology is not considered delivered and effective if transmission to the Owner or the Association 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 (7.6.2.1)-(7.6.2.3) above.

DELETE BYLAWS ARTICLE II, SECTION 4 entitled, "NOTICE OF MEETINGS," in its entirety.

INSERT a new BYLAWS ARTICLE II, SECTION 4 entitled, "NOTICE OF MEETINGS." Said new addition to the Bylaws is:

SECTION 4. NOTICE OF MEETINGS

Written notice of each meeting of the Owners will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with these Bylaws at least fifteen days before the meeting, to each Owner entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, 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 Owner to participate at the meeting via the Authorized Communications Equipment. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the Owner.

DELETE BYLAWS ARTICLE II, SECTION 8 entitled, "PROXIES" in its entirety.

INSERT a new BYLAWS ARTICLE II, SECTION 8 entitled, "VOTING METHODS." Said new addition to the Bylaws is:

SECTION 8. VOTING METHODS.

Depending on the conduct of the meeting, as determined by the Board, voting will be conducted via one of the following methods:

A. Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, Owners may vote in person or by proxy. The person appointed as proxy need not be an Owner of the Association. Each proxy will be executed in writing by the Owner entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. All proxies will terminate one year after its date unless it specifies a different time. Every proxy will automatically cease upon conveyance of the Lot by the Owner.

B. Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by

the Board, or both. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Owner's intent to cast a ballot on a matter in the way identified by the Owner, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Owners no later than the date the meeting notice is sent to the Owners. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Owner were physically present.

C. Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, by mail or Electronic Voting Technology, or any combination of all voting methods permitted in this Section.

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.

INSERT a NEW PARAGRAPH at the end of BYLAWS ARTICLE II, SECTION 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.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 11. Said new addition to the Bylaws is:

Prior to the meeting notice being sent to the Owners in accordance with these Bylaws, the Board will determine whether the meeting will be conducted physically so that the Owners 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 person attending 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.

MODIFY BYLAWS ARTICLE II, SECTION 12 entitled, "ACTION WITHOUT A MEETING." Said modification to the Bylaws is (deleted language is crossed out; new language is underlined):

SECTION 12. ACTION WITHOUT A MEETING

Except for the election or removal of Board Members which must be taken at a meeting, any action which may be authorized or taken at a meeting of the Members, may be authorized or taken without a meeting ~~with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members in accordance with the voting methods set forth in Bylaws Article II, Section 8, as amended. Any such writing shall be entered into the minutes of the Association~~ All voting records will be maintained with the Association's records.

DELETE BYLAWS ARTICLE III, SECTION 5 entitled, "NOMINATION OF TRUSTEES," in its entirety.

INSERT a new BYLAWS ARTICLE III, SECTION 5 entitled, "NOMINATIONS." Said new addition to the Bylaws is:

SECTION 5. NOMINATIONS

Nominations for the election of Directors to be elected by the Owners 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 for Directors as set forth in these Bylaws, as amended. 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 these Bylaws. 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 Owners so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all Owners and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Owners no later than the sending of the meeting notice. The Board may adopt any

additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

DELETE BYLAWS ARTICLE III, SECTION 6 entitled, "ELECTION OF TRUSTEES," in its entirety.

INSERT a new BYLAWS ARTICLE III, SECTION 6 entitled, "ELECTION OF DIRECTORS." Said new addition to the Bylaws is:

SECTION 6. ELECTION OF DIRECTORS.

Unless there are no more nominees than vacancies, election to the Board by the Owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board. The Association is not required to distribute ballots to the Owners via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots is maintained for those Owners while also maintaining the integrity of the voting process to ensure each Owner has only exercised their allotted vote once so that any other individuals can only identify that a 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. For electronic ballots that will be submitted by Electronic Voting Technology, if multiple email addresses for a single Lot have been provided to the Association for the purpose of voting, the Board has the authority to decide and select one email address that will be provided with a ballot to vote.

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

For the election of Directors, the Owners, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration 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 Owners within a reasonable time after the meeting.

MODIFY THE FIRST PARAGRAPH OF BYLAWS ARTICLE III, SECTION 13. Said modification to the Bylaws is (deleted language is crossed out; new language is underlined):

Notice of the time and place of each meeting of the ~~Trustees,~~ Board, whether regular or special, shall be given to each ~~Trustee~~ Director by one (1) of the following methods; (a) personal delivery; (b) written notice by first class mail, postage prepaid; ~~or (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee; or (d) by telegram or cablegram, charges prepaid~~ electronically by email or other generally accepted electronic transmission technology. All such notices shall be given or sent to the ~~Trustee's~~ Director's address, ~~or telephone number, or email address~~ as shown on the records of the Association. ~~Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting.~~ Notices given by personal delivery, mail, telephone, or telegraph or cablegram company by email or electronic transmission technology shall be given at least seventy-two (72) hours before the time set for the meeting.

DELETE BYLAWS ARTICLE VI, SECTION 4 entitled, "NOTICES," in its entirety.

INSERT a new BYLAWS ARTICLE VI, SECTION 4 entitled, "NOTICES. Said new addition to the Bylaws is:

SECTION 4. NOTICES.

All notices required or permitted under the Declaration or Bylaws to the Association, the Board, or Owners must be delivered in accordance with Declaration Article VII, Section 7.6, 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 B

INSERT a new DECLARATION ARTICLE VI, SECTION 6.1, PARAGRAPH 6.1.10 entitled, "Occupancy Restriction." Said new addition to the Declaration, is:

6.1.10 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 residence on the Lot, and from remaining in or on the Providence Manor subdivision 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 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 C

INSERT the FOLLOWING THREE NEW SENTENCES to the end of the THIRD PARAGRAPH of BYLAWS ARTICLE III, SECTION 2. Said new addition to the Bylaws is:

"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 Owner'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 Butler County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

INSERT the FOLLOWING NEW PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 2. Said new addition to the Bylaws is:

Additionally, each Director must be an Owner or the spouse of an Owner, provided that if an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner to serve on the Board of Directors. Each Director must also provide and cooperate with all State and Federal reporting requirements, if any, including provision of contact and other information and documentation as the law may require.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 9. Said new addition to the Bylaws is:

In addition, the Board, by a majority vote, may by a Board vote, 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 no longer meets the qualifications or requirements to serve on the Board as required by these Bylaws; or
- E. The Director is physically incapacitated in a manner that prohibits the Director from voting or participating in Board 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 D

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

ARTICLE VII

INDEMNIFICATION

SECTION 1. INDEMNIFICATION OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS.

The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of 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 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 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.

SECTION 2. 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.

SECTION 3. INDEMNIFICATION NOT EXCLUSIVE; INSURANCE.

The indemnification provided for in this Article is not exclusive but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702 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.

SECTION 4. DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS LIABILITY.

The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any 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).

SECTION 5. COST OF INDEMNIFICATION.

Any sum paid or advanced by the Association under this Article constitutes a common expense. The Board has the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Owners arising out of the contract made by any Director, officer or committee member, or out of the aforesaid indemnity in favor of 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 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.

AMENDMENT E

DELETE BYLAWS ARTICLE II, SECTION 2 entitled, "ANNUAL MEETINGS," in its entirety.

INSERT a new BYLAWS ARTICLE II, SECTION 2 entitled, "ANNUAL MEMBERSHIP MEETING." Said new addition to the Bylaws is:

SECTION 2. ANNUAL MEMBERSHIP MEETING

Each fiscal year, there will be one annual meeting with the Membership. 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, one annual meeting will be held each year. The annual meeting will be held on a date within thirty days of January 1st, at a time and location as determined by the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment modifying the annual meetings requirement. 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 the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT F

MODIFY BYLAWS ARTICLE II, SECTION 3 entitled, "SPECIAL MEETINGS." Said modification to the Bylaws is (deleted language is crossed out; new language is underlined):

SECTION 3. SPECIAL MEETINGS

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of ~~Trustees~~ Directors or a written petition signed by at least ~~twenty-five percent (25%)~~ 15 percent of the total votes of each class of Members of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the purpose thereof.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment changing the percentage required for Members to call a special 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 such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided

further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT G

MODIFY BYLAWS ARTICLE II, SECTION 10 entitled, "QUORUM." Said modification to the Bylaws is (deleted language is crossed out; new language is underlined):

SECTION 10. QUORUM

A quorum for Member votes involving the raising of ~~dues~~ the annual assessment or levying a special assessment, as required in Article 4.5 of the Declaration of Covenants remains unchanged at sixty percent (60%) of the Members. For all other matters, the presence in person or by proxy of ~~one-third (1/3) of the Members in good standing of record shall~~ constitutes a quorum at meetings of the Association. For purposes of quorum, a Member in good standing is defined as a Member who is current in the payment of any assessment or amount owed to the Association as of the date of the meeting.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding reducing quorum at Association meetings. 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 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 H

MODIFY the FIRST PARAGRAPH of BYLAWS ARTICLE III, SECTION 2. Said modification to the Bylaws is (deleted language is crossed out; new language is underlined):

The Board of ~~Trustees~~ Directors of the Association shall consist of ~~the Declarant (Developer) plus four~~ five additional elected Board Members. The elected Board shall consist, ~~as a minimum,~~ of a President, Vice President, Secretary, and Treasurer, and a Member at Large. ~~The Declarant shall have the right to retain his position as Trustee so long as he retains Class B Membership status as defined in Article III, Section 2 of the Declaration of Covenants.~~

INSERT TWO NEW PARAGRAPHS to BYLAWS ARTICLE III, SECTION 7. Said new addition to the Bylaws is:

At the next annual or special election meeting following the passage of this amendment, the terms for all Directors will expire and the Owners will elect five Directors at the election meeting. The candidates receiving the 1st, 2nd, and 3rd greatest number of votes will be elected to serve a 2-year term. The candidates receiving the 4th and 5th greatest number of votes will be elected to serve a 1-year

term. If there is a tie based on the number of votes received, the terms will then be determined by lot. This is to establish staggered elections with a 3-2 rotation.

Upon the expiration of the terms of each Director as elected above, a successor, and all future Directors, will be elected to serve a term of two years. The terms will be staggered so that at least one- Board term will expire annually, and a staggered 3-2 rotation is maintained at all times.

INSERT a new BYLAWS ARTICLE III, SECTION 4(E) entitled, "MEMBER AT LARGE." Said new addition to the Bylaws is:

E. MEMBER AT LARGE

The Member-at-Large Director serves as a liaison between community members and the Board, and performs other necessary duties and tasks as determined by the Board.

DELETE the BYLAWS ARTICLE III, SECTION 7 entitled, "TERMS OF OFFICE," in its entirety.

INSERT a new BYLAWS ARTICLE III, SECTION 7 entitled, "TERMS OF OFFICE; RESIGNATIONS." Said new addition to the Bylaws is:

SECTION 7. TERMS OF OFFICE; RESIGNATIONS

Each Director will hold office for a term of 2 years until their successor is elected, or until their earlier resignation, removal from office or death. There is no limit as to the number of consecutive terms that a Director can serve provided they satisfy the qualifications to be a Director.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association. Such resignation will take effect immediately or at such other times as the Director may specify. In the event of death or resignation of a Director, their successor will be selected by a majority of the remaining members of the Board and they will serve for the unexpired term of the predecessor.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment adding a Member at Large Director to the Board of Directors and outlining their responsibilities, and providing for Director terms of two years with staggered elections. 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 the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT I

DELETE the LAST SENTENCE of the FIRST PARAGRAPH of BYLAWS ARTICLE III, SECTION 4(C) in its entirety.

INSERT a new LAST SENTENCE of BYLAWS ARTICLE III, SECTION 4(C). Said new addition to the Bylaws is:

At the organizational meeting each year, the Board will determine the maximum amount of disbursements the Treasurer may make without a vote of the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment changing the disbursement of funds limit permitted by the Treasurer without a Board vote. 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 the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT J

INSERT THE FOLLOWING NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 1. Said new addition to the Bylaws is:

In addition to the purposes and authority outlined above, the Board may budget, levy, and expend assessments in the amount of not more than two percent of the Association's annual operating budget on social events, gatherings, outings, or activities that are all primarily intended for the benefit and welfare of the Owners (collectively hereinafter referred to as "Social Activities"), subject to the following provisions:

- A. The Board, in its sole discretion and authority, may define the types of Social Activities that assessments may be permitted, budgeted, and expended on, provided that any Social Activities comply with all the provisions of this Section. Social Activities that the Board may permit, budget, and expend assessments on includes, but are not limited to, holiday parties and community picnics;
- B. The Board may not permit, budget, levy, or expend more than two percent of the annual operating budget on Social Activities without the prior consent of Owners exercising not less than a majority of the Association's voting power;
- C. All Social Activities must be open to or apply to all Owners, occupants, or residents;
- D. The Board is not permitted to levy or expend assessments on alcohol, including but not limited to beer, wine, or spirits; and,

- E. Any Owners, occupants, and residents, and all of their respective successors and assigns, release, indemnify, and agree to defend the Association, and its Directors, Owners, agents, or employees, from and against any and all liabilities or claims for any damages, losses, or injuries (including death) of any nature or kind, that may result from, arise, or relate to Social Activities permitted, budgeted, or expended by the Board pursuant to this Section.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting up to two percent of the annual operating budget on expenditures for Social Activities. 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.