

LANGUAGE TO AMEND THE LIMITED WARRANTY DEEDS FOR CAMPDEN LAKES

The Board of Directors for the Campden Lakes Association, Inc. proposes that the Limited Warranty Deeds for Campden Lakes (the "Deeds") and the Bylaws of Campden Lakes Association, Inc. (the "Bylaws"), be amended as follows:

AMENDMENT A

INSERT a new DEEDS ARTICLE 6, SECTION 5.28 entitled, "Occupancy Restriction." Said new addition, to be added to the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660, et seq., is as follows:

§5.28 Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Deeds 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 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 B

INSERT a new BYLAWS ARTICLE III, SECTION 7 entitled, "Indemnification of Directors, Officers, and Committee Members." Said new addition, to be added on Page 6 of the Bylaws, is as follows:

Section 7. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that

(i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. 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 such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

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

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

(c) Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Deed or these Bylaws. Every contract or

agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section 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 Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said 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 Deed 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 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 C

INSERT a new DEEDS ARTICLE 16 entitled, "Notices and Use of New Technology." Said new addition, to be added to the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records, Volume 617, Page 660 et seq., is as follows:

Article 16 - Notices and Use of New Technology.

All notices required or permitted under the Deed or Bylaws, to the Association or the Board of Directors, must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Association or to such other address as the Board of Directors may designate from time to time by notice in writing to all Owners. All notices required or permitted under the Deed or Bylaws to any Owner must be hand-delivered, sent by electronic mail as provided below, or sent by regular U.S. mail, first-class postage prepaid, to such Unit Owner's address or to such other address as may be designated by them from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any occupant of a Lot other than an Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Lot address.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or

received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Deed or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

1. An electronic mail or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail, by hand delivery, or by leaving the notice under or attached to the front door of the Owner's Lot.

2. Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery or regular mail to such Owner's residence on the Property or the last known address of the Owner.

Any conflict between this provision and any other provisions of the Deed and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 D

DELETE the 3rd PARAGRAPH in BYLAWS ARTICLE III, SECTION 1 entitled, "Authority; Election; Number; Qualifications; and Term," in its entirety. Said deletion to be taken from Pages 5-6 of the Bylaws.

INSERT TWO new PARAGRAPHS to the end of BYLAWS ARTICLE III, SECTION 1 entitled, "Authority; Election; Number; Qualifications; and Term." Said new addition, to be added on Page 5 of the Bylaws, is as follows:

Except for a Director appointed or elected to fill a vacancy, Directors will be elected for a three-year term, however, the terms will be staggered so that at least

one-third of the Board will expire annually and a 1-1-1 rotation is maintained at all times. Each Director will hold office until their successor is elected, or until their earlier resignation, removal from office or death. Any Director may resign at anytime by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect immediately or at such other time as the resigning Director may specify. Except as otherwise provided in these Bylaws, the Board may remove any Board member and create a vacancy in the Board, which may be filled by the remaining Board of Directors, if by order of court the Director is found to be of unsound mind, or if the Director files for bankruptcy or has been adjudicated bankrupt, or if the Director is physically incapacitated, or if the Director is delinquent in the payment of any assessment to the Association for more than 30 days, or the Director is involved in any legal action against the Association, or if the Director fails to attend three meetings of the Board. Any other Director may be removed from office at any special meeting of members called for such purpose by the vote of members entitled to exercise 2/3rds of the total voting power of the members present and entitled to vote. Directors serve without compensation.

Any conflict between this provision and any other provisions of the Deed and Bylaws will be interpreted in favor of this amendment providing for Board member terms of three years each with staggered 1-1-1 elections. 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 such filing will have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought within one year of the recording of the amendment.

AMENDMENT E

INSERT a new DEEDS ARTICLE 16 entitled, "North and South Lakes" and INSERT a NEW SECTION 16.1 entitled "Boat Landings," thereafter. Said new additions, to be added to the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660, et seq., is as follows:

Article 16 – North and South Lakes

§16.1 Boat Landings. Any Owner who resides on the North Lake may add one professionally landscaped "boat landing" to their Lot. Landscaping is intended to screen the boat from view while blending into the natural lake environment. The landing must meet the design specifications, plans and materials of the Standards Committee. No wooden docks of any kind are permitted. Boats must be tethered to the land area, locked, covered with a natural color boat cover, and remain on the Owner's Lot and must remain completely out of the water.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment permitting boat landings with restrictions. 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

INSERT a new DEEDS ARTICLE 16, SECTION 16.2 entitled "Boating on the South Lake." Said new addition, to be added to the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660, et seq., is as follows:

§16.2 Boating on the South Lake. Boating with kayaks or canoes on the South Lake is permitted, however, no paddle boats are permitted. Kayaks and canoes may not be left lakeside and must be carried to a screened enclosure when not in use.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment permitting boating on the South Lake with restrictions. 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

DELETE the THIRD SENTENCE from DEEDS SECTION 5.01 in its entirety. Said deletion, to be taken from the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660 et seq., and as amended at Franklin County Records Instrument No. 201408190108001, and Delaware Records Book 1303, Page 906 et seq., is as follows: (deleted language is crossed out)

~~Reserve E shall be used only for storm water ponding and drainage and scenic nature preserve and shall not be used for boating, swimming or any recreational activities, provided that Residents may engage in fishing from the shoreline of any Common Property with Reserve E or of a Lot, but only if such Lot is owned by the Residents of such Lot.~~

DELETE the LAST SENTENCE from DEEDS SECTION 1 in its entirety. Said deletion, to be taken from the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660, et seq., and as amended at Franklin County Records Instrument No. 201408190108001, and Delaware Records Book 1303, Page 906 et seq., is as follows: (deleted language is crossed out)

~~Lot 2698 shall be used for drainage.~~

INSERT a new DEEDS ARTICLE 16, SECTION 16.8 entitled, "Lake Use and Fishing." Said new addition, to be added to the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660, et seq., is as follows:

§16.8 Lake Use and Fishing. Lot 2698 (North Lake) will be used for drainage, storm water ponding, and scenic natural preserve. Lot 2698 may also be used by the Residents for fishing from the shoreline of the Common Property, from a Lot, or from a boat, but only if such Lot is used for fishing or boating by the Residents of such Lot. Any boating or fishing from a boat must be done from a non-motorized watercraft owned by Residents which may not exceed 14 feet in length. Any person responsible for pond maintenance is permitted to use an electric motor on the watercraft for such purposes as set forth herein.

Reserve E (South Lake) will be used for drainage, storm water ponding, and scenic natural preserve. Reserve E may also be used by the Residents for fishing from the shoreline of the Common Property, from a Lot, or from a boat, but only if such Lot is used for fishing or boating by the Residents of such Lot. Any boating or fishing from a boat must be done from a non-motorized watercraft owned by Residents which may not exceed 14 feet in length. Any person responsible for pond maintenance is permitted to use an electric motor on the watercraft for such purposes as set forth herein.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment permitting fishing on the North and South Lakes with restrictions. 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 H

DELETE DEEDS ARTICLE 16, entitled "Amendments, Modifications, Changes or Additions," in its entirety. Said deletion to be taken from the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660 et seq.

INSERT a new DEEDS ARTICLE 15 entitled, "Amendments." Said new addition, to be added to the Deeds, as recorded at Franklin County Records, Volume 32075, Page F17 et seq., and at Delaware County Records Volume 617, Page 660, et seq., is as follows:

Article 15 - Amendments

This document may be amended by the affirmative vote of persons owning not less than 50% of the Association's voting power at any meeting of the Association or, if not at a meeting, by an instrument signed by the President and Secretary of the Association clarifying that requisite approvals were obtained in writing. Consent ballots do not need to be notarized, nor do consent ballots need to

be recorded; however, the Association must keep all consent ballots in its official corporate records. Amendments to the Deeds will become binding and effective on the date of the filing of same with the Franklin and Delaware County Recorder's Offices. Any amendment adopted will be executed by two Association officers and will contain their certification that such amendment is made pursuant to the provisions of the Deeds and that the Association has obtained at least 50% of the Association's voting power, in writing, to approve the amendment.

Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment permitting Owners to vote on future amendments without notarized consents. 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 such filing will have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.