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8101 N HIGH ST SUITE 370 COLUMBUS OH 43235
Columbus, OH 43235

Simplifile

First Grantor:
COURTYARDS ON RIVERSIDE HOMEOWNERS ASSN INC

First Grantee:
COURTYARDS ON RIVERSIDE AMENDMENT

Fees:

Document Recording Fee:	$34.00
Additional Pages Fee:	$208.00
Marginal Reference Fee:	$4.00
Total Fees:	$246.00
Amount Paid:	$246.00
Amount Due:	$0.00

Instrument Number: 202510150116850
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10-15-2025

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

M SC

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENTS TO THE

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

FOR

THE COURTYARDS ON RIVERSIDE

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR THE COURTYARDS ON RIVERSIDE RECORDED AT INSTRUMENT NO. 202003130037337 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR THE COURTYARDS ON RIVERSIDE

RECITALS

A. The Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards On Riverside (the "Declaration") and the Bylaws of The Courtyards on Riverside Homeowners' Association, Inc. (the "Bylaws"), Exhibit B of the Declaration, were recorded at Franklin County Records, Instrument No. 202003130037337.

B. The Courtyards on Riverside Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Courtyards on Riverside and as such is the representative of all Owners.

C. Declaration Article XI, Section C(2) authorizes amendments to the Declaration and Bylaws Article IX, Section 9.01 authorizes amendments to the Bylaws.

D. Owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").

E. As of September 11, 2025, Owners representing 76 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.

F. As of September 11, 2025, Owners representing 81.60 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

G. As of September 11, 2025, Owners representing 78.40 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments C and D and authorizing the Association's officers to execute Amendments C and D on their behalf.

H. Attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions in all material respects.

I. 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 the Bylaws, in all material respects.

AMENDMENTS

The Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards On Riverside Homeowners' Association are amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE IV, SECTION I entitled, "Hotel/Transient Uses; Leases," in its entirety.

INSERT a new DECLARATION ARTICLE IV, SECTION I entitled, "Leasing." Said new addition to the Declaration is:

> **I. Leasing. For the purposes of this Section, the term "lease" means, "lease, let, rent, or license." To create a community of resident Owners and to further protect and preserve the fundamental purposes set forth in the Declaration, including the preservation of property values and the well-being of Owners and Occupants, no Lot, including the Dwelling, can be leased, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:**
>
> **1. The above prohibition does not apply to:**
>
> **i. Lots and Dwellings that are occupied by the parent(s) or child(ren) of the Owner; or,**
>
> **ii. Lots and Dwellings that are leased to a third party by the Owner of the Lot as of the date this amendment is recorded with the Franklin County Recorder's Office, and which the Owner has registered**

with the Association as a "leased Lot" (referred to as "Exempt Lots") within 90 days of the recording of this amendment; an Exempt Lot may continue to be leased until titled ownership of the Lot is transferred to a subsequent Owner; upon the date of title transfer, the Lot is no longer an Exempt Lot and is no longer excepted from this lease prohibition; or,

iii. Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Lot and Dwelling to a specified lessee for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in the subparagraphs below (referred to as "One-Time Exception Lots"). To exercise this right the Owner:

a. must provide the Board with prior, written notice of the lease at least 20 business days prior to its commencement; and

b. may not be more than 60 days delinquent in payment of any Assessment or other amount due to the Association. If the Owner is more than 60 days past due in any payment, the Owner will request a one-time exception from the Board and will not lease the Lot and Dwelling until the Board approves the request.

2. Exempt Lots or One-Time Exception Lots are subject to the following conditions and restrictions:

i. Lease terms must be for at least 12 full, consecutive calendar months;

ii. Leases must be provided to the Board at least 20 days prior to the commencement of the lease term;

iii. No Lot may be leased to any business or corporate entity for the purpose of corporate housing or similar use;

iv. No Lot may be sub-leased by a tenant;

v. No individual room, part, or sub-part of any Lot and Dwelling may be leased;

vi. The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association to collect the lease payments directly from the lessee until the amount owed to the Association is paid in full;

vii. The lessee must abide by the terms of the Declaration, Bylaws, and Rules;

viii. When an Owner leases their Lot and Dwelling, the Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of Ownership of their Lot and is jointly and severally liable with the lessee to the Association for the conduct of the lessee and any damage to Association property;

ix. In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee for violation of the Declaration, Bylaws, Rules, or applicable laws, by any Occupant of the Lot and Dwelling, or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney fees, will be assessed to the Lot's account and is a lien against that Lot.

3. Any land contract must be recorded with the Franklin County Recorder's Office and a recorded copy must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this subparagraph is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this subparagraph is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the Rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

4. Whenever any Lot is owned by a corporation, partnership, trust, or other entity, the Owner, through its officers or agents, i.e. president or chief executive officer, partner, or trustee, must designate in writing one particular Person or family that is entitled to occupy the Lot. The designated Person or family must be an employee of or have an ownership or legal interest, e.g. by being a named beneficiary of the trust, in the entity owning the Lot. Only the designated Person or family, its care-givers, co-habitants, and guests may use the Lot and Dwelling. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Lot and Dwelling for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

5. The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction, of the above provisions, including, Rules to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of Courtyards on Riverside as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board has full power and authority to deny the occupancy of any Lot by any Person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Section.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots and Dwellings. 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 B

DELETE DECLARATION ARTICLE XI, SECTION J entitled, "Notices," in its entirety.

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

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

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

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

ii. delivered in accordance with Section (3) 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, to the Association's statutory agent registered with the Ohio Secretary of State, or to any other address the Board may designate by written notice to all Owners.

2. Service of Notices on Owners. 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:

i. personally delivered to the Owner,

ii. placed under or attached to the front or main entry door of the Owner's Dwelling on the Lot,

iii. 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

iv. delivered in accordance with Section (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.

3. New Communication Technologies.

i. 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:

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

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

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

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

a. 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 the 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 Subsection (2)(i)-(iii) above.

b. 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.

c. An electronic mail or transmission technology is not considered delivered and effective if transmission fails, e.g. the sender receives an "undeliverable" or similar message, or the inability to deliver the transmission becomes known to the Person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the notice or other communication to the recipient will be delivered by the methods identified in Subsection (2)(i)-(iii) above.

DELETE BYLAWS ARTICLE II, SECTION 2.05 in its entirety.

INSERT a new BYLAWS ARTICLE II, SECTION 2.05. Said new addition to the Bylaws is:

> Section 2.05. Depending on the conduct of the meeting, as determined by the Board, voting will be conducted via one of the following methods:
>
> (a) 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) 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 Person's intent to cast a ballot on a matter in the way identified by the Person voting, 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. 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) 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.

DELETE BYLAWS ARTICLE III, SECTION 3.04 in its entirety.

INSERT a new BYLAWS ARTICLE III, SECTION 3.04. Said new addition to the Bylaws is:

Section 3.04. 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 fifteen days before the meeting to each Member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, 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. "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 Person involved, and with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 3.06. 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.**

MODIFY BYLAWS ARTICLE III, SECTION 3.09. Said modification to be made to the Bylaws is: (new language is underlined; deleted language is crossed out)

> **Section 3.09. Any action which may be authorized or taken at a meeting of Members (except the election or removal of Directors, which must be taken at an Association meeting), may be authorized or taken without a meeting ~~in a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may otherwise require~~ in accordance with the voting methods in Bylaws Article II, Section 2.05, as amended, above. ~~Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of Members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require.~~ Adequate records of the manner and results of each vote ~~conducted by mail shall~~ will be filed with or entered upon the records of the Association.**

DELETE BYLAWS ARTICLE III, SECTION 3.10, as amended. Said deletion to be taken from the Bylaws, as amended at Instrument No. 202010050150892 of the Franklin County Records.

INSERT a new BYLAWS ARTICLE III, SECTION 3.10. Said new addition to the Bylaws is:

> Section 3.10. **Prior to the meeting notice being sent to the Members in accordance with these Bylaws, 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 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.**

DELETE BYLAWS ARTICLE IV, SECTION 4.02 in its entirety.

INSERT a new BYLAWS ARTICLE IV, SECTION 4.02. Said new addition to the Bylaws is:

> Section 4.02. **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 for Directors as set forth in these Bylaws. 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 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, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or Rules necessary to establish processes and deadlines in accordance with this nominations provision.

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.

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. 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 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. 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 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.

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 VIII entitled, "NOTICES AND DEMANDS" in its entirety.

INSERT a new BYLAWS ARTICLE VIII entitled, "NOTICES AND DEMANDS." Said new addition to the Bylaws is:

ARTICLE VIII

NOTICES AND DEMANDS

Section 8.01. All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Members must be delivered in accordance with the Declaration.

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 C

MODIFY DECLARATION ARTICLE III, SECTION 3.09(D). Said modification to be made to the Declaration is (new language is underlined; deleted language is crossed out):

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) ~~marketing signs installed by the Declarant while marketing the Lots and Dwellings for sale or rent; (2)~~ street and identification signs installed by the Association, a local governmental body having jurisdiction over the streets within the Community or the Declarant; ~~(3)~~ (2) one temporary real estate sign on a Lot not to exceed six square feet in area advertising that

such Lot is for sale or rent; ~~(4)~~ (3) signs on the Common Elements installed by or at the discretion of the Board ~~or the Declarant~~; and ~~(5) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot~~ (4) signs that are permitted to be displayed in accordance with rules adopted by the Board. Display of political signs on any Lot or on the Common Elements is strictly prohibited. No signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

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

AMENDMENT D

MODIFY BYLAWS ARTICLE VII entitled, "INDEMNIFICATION." Said modification to be made to the Bylaws is (new language is underlined; deleted language is crossed out):

ARTICLE VII INDEMNIFICATION

Section 7.01. The Association shall indemnify any 1) current or former Association officer, ~~or~~ 2) any current or former Association Director, and 3) any current or former ~~of the~~ Association committee member who was or is a party or is threatened to be made a party to

any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent, committee member, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent, committee member or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 7.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter. to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(a) the Association shall not indemnify any officer, ~~or~~ Director, or committee member of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that that individual is or was a Director, officer, employee, agent committee member, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent, committee member, or volunteer of another corporation (domestic or

foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 7.02.

Section 7.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer, ~~or~~ Director, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer, ~~or~~ Director, or committee member is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 7.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who

has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five years, or (c) by the Members, or (d) by the Court of Common Pleas of Franklin County, Ohio or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this Section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within 10 days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 7.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 7.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer, ~~or~~ Director, or committee member promptly as such expenses are incurred by that individual, but only if such officer, ~~or~~ Director, or committee member shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 7.04 that that individual is not entitled to be indemnified by the Association as provided under Section 7.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by this Article VII shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer, ~~or~~ Director, or committee member of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 7.07. The Association ~~may~~ must purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any individual who is or was a Director, officer, employee, agent, committee member, or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent, committee member, or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that individual and

incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VII. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 7.08. For purposes of this Article VII, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.0 I, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent, committee member, or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent, committee member, or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall

be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article VII; and

(c) The term "volunteer" shall mean a Director, officer, committee member, or other agent of the Association, or another individual associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VII, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 7.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Franklin County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Franklin County, Ohio in any such action, suit or proceeding.

Section 7.10. 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 VII; 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 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 regarding the indemnification of the Association's committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Courtyards on Riverside Homeowners' Association, Inc. has caused the execution of this instrument this 26 day of September, 2025.

THE COURTYARDS ON RIVERSIDE HOMEOWNERS' ASSOCIATION, INC.

By: _____
SCOTT SCHOENFELD, President

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Courtyards on Riverside Homeowners' Association, Inc., by **SCOTT SCHOENFELD**, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 26th day of September 2025

_____
NOTARY PUBLIC

Place notary stamp/seal here:

AIMEE H MYERS
Notary Public
State of Ohio
My Comm. Expires
August 17, 2027

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiohoalaw.com

The Courtyards on Riverside Homeowners' Association, Inc. has caused the execution of this instrument this 26 day of September, 2025.

THE COURTYARDS ON RIVERSIDE HOMEOWNERS' ASSOCIATION, INC.

By: _____
WILLIAM HITE, Secretary

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Courtyards on Riverside Homeowners' Association, Inc., by **WILLIAM HITE**, its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 26th day of September, 2025.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

AIMEE H MYERS
Notary Public
State of Ohio
My Comm. Expires
August 17, 2027

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiohoalaw.com

EXHIBIT A-1

CERTIFICATION OF PRESIDENT

SCOTT SCHOENFELD, being the duly elected and acting President of the The Courtyards on Riverside Homeowners' Association, Inc., certifies that the Amendments to the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards on Riverside were duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

SCOTT SCHOENFELD, President

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **SCOTT SCHOENFELD** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this 26th day of September, 2025

NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO

AIMEE H MYERS
Notary Public
State of Ohio
My Comm. Expires
August 17, 2027

EXHIBIT A-2

CERTIFICATION OF SECRETARY

WILLIAM HITE, being the duly elected and acting Secretary of The Courtyards on Riverside Homeowners' Association, Inc., certifies that the Amendments to the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards on Riverside were duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

WILLIAM HITE, Secretary

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **WILLIAM HITE** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this 26 day of September, 2025

NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO

AIMEE H MYERS
Notary Public
State of Ohio
My Comm. Expires
August 17, 2027