

**LANGUAGE TO AMEND THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR GLENABBY CONDOMINIUM**

The Board of Directors for the Glenabby Condominium Association proposes that the Declaration of Condominium Ownership for Glenabby Condominium (the "Declaration") and the Bylaws of Glenabby Condominium Association (the "Bylaws"), Westerville, Ohio, be amended as follows:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION 2(r) entitled, "Occupancy Restriction." Said new addition, to be added on Page 6 of the Declaration, as recorded at Franklin County Records, Instrument No. 200602170031322, is as follows:

(r) 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 Unit or remaining in or on the Condominium 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 and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit 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 Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Units. 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 Unit 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 PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION 2. Said new addition, to be added on Page 28 of the Declaration, as recorded at Franklin County Records, Instrument No. 200602170031322, is as follows:

The Board may levy reasonable enforcement assessments if any Unit Owner (either by their conduct or by the conduct of any Occupant or guest of

their Unit) violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner must pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs, and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a Special Individual Unit Assessment against said Unit, and is the personal obligation of said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of said Unit Owner as further explained and set forth in Declaration Article XV, Section 5(d).

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of enforcement. 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 Unit 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 BYLAWS ARTICLE IV, SECTION 16 entitled, "Indemnification of Directors, Officers, and Committee Members." Said new addition, to be added on Page g of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Instrument No. 200602170031322, is as follows:

Section 16. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former 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 Unit 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 Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in 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 Unit Owners for any mistake of judgment,

negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Unit 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 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 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 a Unit 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 Unit 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 Unit Owner's pro rata share bears to the total percentage interest of all the Unit 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 Unit 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 DECLARATION ARTICLE III, SECTION 2(l) entitled, "Animals," in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Franklin County Records, Instrument No. 200602170031322.

INSERT a new DECLARATION ARTICLE III, SECTION 2(l) entitled, "Animals and Pets." Said new addition, to be added on Page 5 of the Declaration, as recorded at Franklin County Records, Instrument No. 200602170031322, is as follows:

(l) Animals and Pets. Except as expressly provided for below, pets (including rabbits, livestock, reptiles, fowl, poultry), or any other animals of any kind are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

- (1) A Unit Owner may keep dogs (excluding, however, any Prohibited Dog or dog of vicious breed, as each is further defined below), cats, and/or other domestic, household pets as defined by the Board, provided that the total number of dogs or cats will not exceed a total of two dogs or cats in the Owner's Unit, and, provided further that any permitted pet complies with the restrictions contained in this Section 2(l).
- (2) The keeping of any permitted pet is subject to any rules and regulations the Board adopts.
- (3) No permitted pet at any time may be kept, bred, or maintained for any commercial purpose.
- (4) Any permitted pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property subject to these restrictions on three days' written notice from the Board.
- (5) A permitted pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property.
- (6) The term "household pet" does not include "exotic" animals as the Board defines and determines from time to time, including, but not limited to any pigs, snakes or other reptiles, exotic breeds, or wild hybrids.
- (7) No Border Collie, Short Haired Pincher, Bullterrier, Glen of Imaal Terrier, German Hunting Terrier, Karelian Bear Dog, Chow, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.
- (8) Any "exotic" animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is "grandfathered" and permitted to remain on the Condominium Property, provided that said "exotic" animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this

amendment, until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Unit Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

- (9) A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.
- (10) Any pet above the two-pet limit residing on the Condominium Property on or before the recording of this amendment, will be permitted to remain provided that said pet is registered with the Association within 30 days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered pet that exceeds the two-pet limit, it may not be replaced unless the pet meets all the requirements 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 pets. 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 Unit 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.