

THIS DOCUMENT
DOES NOT REQUIRE
TAX MAP APPROVAL

P 2-3-26

TRANSFER NOT NECESSARY
PATRICK W. DROPSEY
Richland County Auditor

2/3/2026

[Signature]



202600001286

02/03/2026 01:32 PM

Filed for Record in RICHLAND County, Ohio

Denise R. Jackson

Rec Fees: \$202.00

ADEC OR Vol 3038 Pgs 1133 - 1155

AMENDMENTS TO THE
SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
TOWER LAKES SUBDIVISION AND BYLAWS OF TOWER LAKES OWNERS'
ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOWER LAKES SUBDIVISION RECORDED AT O.R. 1673, PAGE 0668 ET SEQ., AND THE BYLAWS OF TOWER LAKES OWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 202500002595 OF THE RICHLAND COUNTY RECORDS.

AMENDMENTS TO THE
SECOND AMENDMENT AND RESTATEMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
TOWER LAKES SUBDIVISION AND BYLAWS OF TOWER LAKES OWNERS'
ASSOCIATION, INC.

RECITALS

A. The Second Amendment and Restatement of Declaration of Covenants and Restrictions for Tower Lakes Subdivision (the "Declaration") was recorded at Richland County Records, O.R. 1673, Page 0668 and the Bylaws of Tower Lakes Owners' Association, Inc. (the "Bylaws") were recorded at Richland County Records, Instrument No. 202500002595.

B. The Tower Lakes Owners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Tower Lakes and as such is the representative of all Owners.

C. Declaration Article XIV, Section 14.1 authorizes amendments to the Declaration and Bylaws Article XII authorizes amendments to the Bylaws.

D. Owners representing at least 75 percent of a quorum of the Owners present at a meeting have executed instruments in writing setting forth specifically the matters to be modified by Amendments A and B, and Owners representing at least a majority of a quorum of the Owners present at a meeting have executed instruments in writing setting forth specifically the matters to be modified by Amendments C - G (the "Amendments").

E. A meeting, including any change, adjournment, or continuation of the meeting, of the Association's was held on or about December 10, 2025, and, at that meeting and any adjournment, Unit Owners representing at least 75 percent of a quorum of the Owners present at a meeting executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified by Amendments A and B, and Owners representing at least a majority of a quorum of the Owners present at a meeting executed instruments in writing setting forth specifically the matters to be modified by Amendments C - G.

F. As of December 10, 2025, Unit Owners representing 97.6 percent of a quorum of the Owners present at a meeting have signed and delivered to the Association written consents, along with powers of attorney, in favor of

Amendments A and B and authorizing the Association's officers to execute Amendments A and B on their behalf.

G. As of December 10, 2025, Unit Owners representing 94.61 percent of a quorum of the Owners present at a meeting have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment C and authorizing the Association's officers to execute Amendment C on their behalf.

H. As of December 10, 2025, Unit Owners representing 82.63 percent of a quorum of the Owners present at a meeting have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment D and authorizing the Association's officers to execute Amendment D on their behalf.

I. As of December 10, 2025, Unit Owners representing 96.4 percent of a quorum of the Owners present at a meeting have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment E and authorizing the Association's officers to execute Amendment E on their behalf.

J. As of December 10, 2025, Unit Owners representing 90.42 percent of a quorum of the Owners present at a meeting have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment F and authorizing the Association's officers to execute Amendment F on their behalf.

K. As of December 10, 2025, Unit Owners representing 88.62 percent of a quorum of the Owners present at a meeting have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment G and authorizing the Association's officers to execute G on their behalf.

L. Attached as Exhibit A is a certification of the Declarant stating that, as of the date of these Amendments, Declarant continues to own one or more Lots and further certifying that the Declarant has complied with the proceedings necessary to amend the Declaration as set forth below and as required by Declaration Section 14, Paragraph 14.1.

M. 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 Second Amendment and Restatement of Declaration of Covenants And Restrictions for Tower Lakes Subdivision and Bylaws of Tower Lakes Owners' Association, Inc. is amended by the following:

AMENDMENT A

DELETE DECLARATION SECTION 6, PARAGRAPH 6.22 entitled "Rental of Dwelling Units."

INSERT a new DECLARATION SECTION 6, PARAGRAPH 6.22 entitled, "Leasing." Said new addition to the Declaration is:

6.22 Leasing. For the purposes of this Section, the term "lease" means, "lease, let, rent, or license." To create a community of resident Owners, no Lot, including the Dwelling Unit located on the Lot, 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:

- (A) The above prohibition does not apply to:
- (1) Lots and Dwelling Units that are occupied by the parent(s) or child(ren) of the Owner; or,
 - (2) Lots that are leased to a third party by the Owner of the Lot as of the date this amendment is recorded with the Richland 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; on the date of title transfer, the Lot is no longer an Exempt Lot and is no longer excepted from this lease prohibition; or,

(3) 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, including the Dwelling Unit, to a specified renter/tenant for a one-time period of no more than 12 consecutive calendar months, subject to the restrictions and requirements as identified in sub-sections (B), (C), (D), and (E) below (referred to as "Hardship Lots"). To exercise this right:

(i) the Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

(ii) the Owner 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 from the Board a one-time hardship exception and will not lease the Lot until the Board approves the request.

(B) Exempt Lots or Hardship Lots are subject to the following conditions and restrictions:

(1) Lease terms must be for at least 12 full, consecutive calendar months;

(2) A copy of the lease and the names of the tenants and occupants who will reside in the Dwelling Unit must be provided to the Board at least 10 days prior to the commencement of the lease term;

(3) No Lot may be leased to any business or corporate entity for the purpose of corporate housing or similar use;

- (4) No Lot, including the Dwelling Unit, may be sub-leased by a tenant;
- (5) No individual room, part, or sub-part of any Lot may be leased;
- (6) 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. The limited power-of-attorney permits the Association to collect the lease payments directly from the lessee until the amount owed to the Association is paid in full;
- (7) The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations;
- (8) When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and Dwelling Unit and is jointly and severally liable with the lessee to the Association for the conduct of the lessee and any damage to Association property; and
- (9) In accordance with Ohio law as well as any applicable municipal codes or regulations, 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, including the Dwelling Unit, 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 Owner and the Lot's account and is a lien against that Lot.

- (C) Any land contract must be recorded with the Richland County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section 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.
- (D) 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. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Lot 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.
- (E) 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 the Tower Lakes 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, including the Dwelling Unit, 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, including the Dwelling Unit on the Lot. 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. On 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 SECTION 17, PARAGRAPH 17.2 entitled, "Notices," in its entirety.

INSERT a new DECLARATION SECTION 17, PARAGRAPH 17.2 entitled, "Notices and Other Actions and Communications." Said new addition to the Declaration is:

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

(A) 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:

(1) by regular U.S. mail, first-class postage prepaid, or

(2) delivered in accordance with Section (C) 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.

(B) 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:

- (1) personally delivered to the Owner,
- (2) placed under or attached to the front or main entry door of the Owner's Lot,
- (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
- (4) delivered in accordance with Section (C) 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.

(C) New Communication Technologies.

(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:

(i) any notice required in the Declaration or Bylaws to be sent or received,

(ii) any signature, vote, consent, or approval required to be obtained, and

(iii) any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is subject to the following:

(i) 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 Section (B)(1) through (3) above.

(ii) 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.

(iii) 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 subsections (B)(1) through (3), above.

DELETE BYLAWS ARTICLE III, SECTION 3 entitled, "Notice of Meetings," in its entirety.

INSERT a new BYLAWS ARTICLE III, SECTION 3 entitled, "Notice of Meetings." Said new addition to the Bylaws is:

Section 3. Notice of Meetings. 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 on.

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 4.
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.

DELETE BYLAWS ARTICLE III, SECTION 5 entitled, "Proxies," in its entirety.

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

Section 5. 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, 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 on conveyance of the Lot by the Member.

- 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 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. 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.

MODIFY BYLAWS ARTICLE III, SECTION 6 entitled, "Written Action." Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):

Section 6. Written Action. Any action required by the non-profit corporation law to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, (except the election or removal of Directors, which must be taken at an Association meeting), may be taken without a meeting ~~if a consent in writing, setting forth the action so taken, shall be signed by not less than four-fifths (4/5) of the Members entitled to vote at a meeting for such purpose and filed with the Secretary of the Association.~~

INSERT a new BYLAWS ARTICLE III, SECTION 7 entitled, "Conduct of Meetings." Said new addition to the Bylaws is:

Section 7. Conduct of Meetings. 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.

INSERT a new BYLAWS ARTICLE V, SECTION 11 entitled, "Nominations and Election of Officers." Said new addition to the Bylaws is:

Section 11. Nominations and Election of Officers. 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, 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 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.

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.

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. On 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 the SECOND SENTENCE OF BYLAWS ARTICLE VI, SECTION 5(D). Said modification to the Bylaws is (deleted language is crossed-out):

The Treasurer shall receive and deposit in appropriate bank accounts funds of the Association, and shall instruct the Accountant to disburse such funds as directed by resolution of the Board of Trustees; shall keep proper books of account; shall cause a Review of the books & records of the agreed upon procedures (see Addendum A), of the Association to be made every three (3) years ~~by a minimum of 2, maximum of 3 current condo owners qualified and approved by the Board of Trustees;~~ and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member and a report on which shall be given at the regular annual meeting of Members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment removing the requirement for financial reviews to be conducted by current owners. 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. On 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 V, SECTION 3(Q). Said new addition to the Bylaws is:

- Q. In addition, the Board may arrange for the provision of any special bulk services, including cable, internet, telephone, streaming, on-demand media, or any comparable or successor services that may evolve or become available in the future for

a Lot ("Special Bulk Services"). The Board may contract for Special Bulk Services to all Lots for the benefit of all the Owners and occupants, as the Board in its business judgment discretion desires, and to pay for the Special Bulk Services as a common expense. Special Bulk Services that the Association provides to all Lots are a common expense that is assessed against all Lots as part of the annual assessment provided in Declaration Section 5, Paragraph 5.3. If the Board enters into a contract for Special Services that applies to all Lots, the Board may restrict an Owner from separately contracting for similar services from another provider or contractor.

Any conflict between this provision and any other provision in the Declaration and Bylaws will be interpreted in favor of this provision permitting the Association to contract for Special Bulk Services as the Board determines. 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. On 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

INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 1. Said new addition to the Bylaws is:

No member of the Board of Directors will be eligible to serve as President during their first year of service on 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 prohibiting a first-year Board member from serving as President. 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. On 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 F

MODIFY BYLAWS ARTICLE V, SECTION 2. Said modification to the Bylaws is (deleted language is crossed-out):

Section 2. Term of Trustees. Trustees shall be elected at the annual Association meeting, or a special Association meeting called for that purpose, for a term of three (3) years or until their successors are elected. The terms shall be staggered to provide for the expiration of three (3) seats each year. ~~Trustees may be re-elected for an additional two (2) terms. Trustees may then be re-elected to the Board of Trustees after an absence from the Board for one (1) year. The term limits for the Treasurer's position on the Board of Trustees shall be waived if another qualified candidate has not come forward.~~

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment regarding removing Board term limits. 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. On 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 G

MODIFY BYLAWS ARTICLE III, SECTION 4 entitled, "Quorum." Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):

Section 4. Quorum. The presence at any meeting, in person or by proxy, of Members in good standing ~~entitled to cast a majority of the votes of the membership~~ shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Regulations. If a quorum is not present at the meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. 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. On 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.

The Tower Lakes Owners' Association, Inc. has caused the execution of this instrument this 11TH day of JANUARY, 2026.

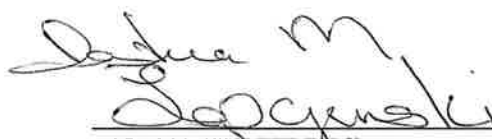
TOWER LAKES OWNERS' ASSOCIATION, INC.

By: 
MARK WILCHECK, President

STATE OF OHIO)
) **SS**
COUNTY OF RICHLAND)


BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Tower Lakes Owners' Association, Inc., by **MARK WILCHECK**, 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 4TH day of JANUARY, 2026.


NOTARY PUBLIC

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

Place notary stamp/seal here:



PATRICIA M LAPCZENSKI
Notary Public
State of Ohio
My Comm. Expires
October 3, 2027

The Tower Lakes Owners' Association, Inc. has caused the execution of this instrument this 4th day of JANUARY, 2026.

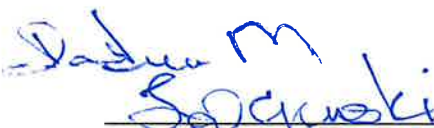
TOWER LAKES OWNERS' ASSOCIATION, INC.

By: 
CHRISTOPHER BALDASARE, Secretary

STATE OF OHIO)
) SS
COUNTY OF RICHLAND)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Tower Lakes Owners' Association, Inc., by **CHRISTOPHER BALDASARE**, 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 4TH day of JANUARY, 2026.



NOTARY PUBLIC

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

Place notary stamp/seal here:



PATRICIA M LAPCZENSKI
Notary Public
State of Ohio
My Comm. Expires
October 3, 2027

EXHIBIT A

CERTIFICATION OF DECLARANT

The undersigned, being the Declarant of The Tower Lakes Owners' Association, Inc., hereby certifies that the Declarant owns one or more Lots, and has executed this instrument this 5TH day of JANUARY, 2026, in accordance with Declaration Section 14, Paragraph 14.1.

TOWER LAKES OWNERS' ASSOCIATION, INC.

By: *Paul W. King*, Declarant

STATE OF OHIO)
)
COUNTY OF RICHLAND) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Tower Lakes Owners' Association, Inc., by BRANDON HUNSINGER its Declarant, who acknowledged that they 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 them personally and as such Declarant.

I have set my hand and official seal this 5TH day of JANUARY 2026.

Patricia M Lapczynski
NOTARY PUBLIC

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

Place notary stamp/seal here:

