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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE MCALPIN ON FOURTH CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR THE MCALPIN ON FOURTH  
CONDOMINIUM RECORDED AT DEED 07-0052702 OF THE HAMILTON  
COUNTY RECORDS.

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**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THE MCALPIN ON FOURTH CONDOMINIUM**

**RECITALS**

A. The Declaration of Condominium Ownership for The McAlpin on Fourth Condominium (the "Declaration") and the Bylaws of The McAlpin on Fourth Condominium Unit Owners' Association, Inc. (the "Bylaws"), Exhibit E of the Declaration, were recorded at Hamilton County Records, Deed 07-0052702.

B. The McAlpin on Fourth Condominium Unit Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in McAlpin on Fourth Condominium and as such is the representative of all Unit Owners.

C. Declaration Article IV, Section 4.3 authorizes amendments to the Declaration and Bylaws Article X, Section 10.4 authorizes amendments to the Bylaws.

D. A meeting, including any change, adjournment, or continuation of the meeting, of the Association's Unit Owners was held on or about February 28, 2024 and continued on June 26, 2024, at that meeting, Unit Owners representing at least 75 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified (the "Amendments").

E. Unit Owners representing 77 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment A and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

**F.** Unit Owners representing 83 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment B and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

**G.** Unit Owners representing 81 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment C and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

**H.** Unit Owners representing 90 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment D and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

**I.** Unit Owners representing 80 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment E and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

**J.** Unit Owners representing 87 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment F and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

**K.** Unit Owners representing 86 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment G and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

**L.** Unit Owners representing 78 percent of the Association's voting power have affirmatively consented to or voted in favor of Amendment J and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Unit Owners' behalf, as documented in the Association's records.

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

N. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code, the Declaration, and the Bylaws, in all material respects.

## **AMENDMENTS**

The Declaration of Condominium Ownership for The McAlpin on Fourth Condominium is amended by the following:

### **AMENDMENT A**

**INSERT a new DECLARATION ARTICLE XIII, SECTION 13.18 entitled, "Occupancy Restriction."** Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

**13.18 Occupancy Restriction.** A Person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit Owner, Occupant, or visitor of any Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

## **AMENDMENT B**

**DELETE DECLARATION ARTICLE VI** entitled, "INSURANCE AND RECONSTRUCTION OR REPAIR AFTER CASUALTY OR EMINENT DOMAIN," in its entirety. Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

**INSERT a new DECLARATION ARTICLE VI** entitled, "INSURANCE." Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

### **ARTICLE VI.**

#### **INSURANCE**

##### **6.1 Property Insurance.**

**Coverage.** The Association will carry property insurance (also sometimes known as "casualty insurance" or "fire and extended insurance" and hereinafter referred to as "Property Insurance"), subject to a deductible as provided for in Section 6.1(E) below, on:

(i) the insurable improvements comprising the Common Elements and Exclusive Use Areas;

(ii) all plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts, or conduits, serving more than one Unit;

(iii) all windows and doors located on the Unit's perimeter walls, along with their glass, screens, trims, hinges, locks, threshold frames, sashes, jambs and hardware;

(iv) Common Walls, including brick and drywall that serve as Common Walls, and the studs located behind the Common Wall drywall, if any;

(v) structural components of the condominium Building located within the Unit and Exclusive Use Areas; and

(vi) all personal property owned by the Association and for which the Association is responsible.

In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, which includes the perimeter drywall itself. This is commonly known as a "bare walls" Property Insurance policy.

(A) Risks to be Insured and Availability of Insurance. The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Hamilton County, Ohio. The amount of insurance purchased must be sufficient to cover 100 percent of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from the coverage. If the cost of 100 percent full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 90 percent of the then current replacement value, less the deductible and with exclusions as provided for in this Section.

(B) Beneficiary Interests. Subject to the provisions of Section 6.1(D) below, all Association insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Units, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(C) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of the policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A first mortgagee having an interest in a Unit and the Limited Common Elements for which the Unit Owner is responsible for insuring that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to the loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(D) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section 6.1(F) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to property, items and components for which the Unit Owner is responsible for insuring, and the Association is responsible for all costs and other expenses pertaining to the Common Elements Exclusive Use Areas, and any other items the Association is responsible for insuring. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the Association's insurance proceeds are proportionally allocated in relation to the amount of each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) as an assessment against the individual Unit(s) involved in and/or impacted by the casualty event.

(E) Responsibility for Damage.

(i) Association. The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in that case, the Association is responsible for the cost of the loss or repairs, including any costs not paid due to any insurance deductible amount, to the extent not covered by any Association or Unit Owner insurance policy.

(ii) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor, then, in that case, the Unit Owner is responsible for the depreciated value of the loss or repairs, including costs not paid for due to any insurance deductible amount, to the extent not paid for by (or should have been covered and paid for by) any Association or Unit Owner insurance policy.

(F) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(G) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article VI, as amended, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or



assigns, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Section 6.1(A) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring the additional insurance in an amount to be determined by the Board.

(H) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present-day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and other endorsements as the Board so determines.

## 6.2 Unit Owner Insurance.

(A) Coverage. Except as is insured by the Association in accordance with Section 6.1(A) above, each Unit Owner will insure all portions and components of their Unit and the Limited Common Elements designated to the Unit, including the following components:

- (i) any wall coverings, paneling, and drywall applied to the interior walls;
- (ii) paneling and other finishing materials applied to the floors, ceilings, and Common Walls;
- (iii) any wall coverings, paneling, and other finishing materials applied to interior and perimeter walls;
- (iv) all appliances, including built-in appliances, located within and serving only the Unit;

- (v) all plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts, or conduits, wherever located and serving only the Unit;
- (vi) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit;
- (vii) all kitchen and bathroom cabinets;
- (viii) all heating, air-conditioning, and ventilating fixtures and components, including the heating and air-conditioner systems and related ducts and hot water heaters serving only the Unit, wherever located;
- (ix) all interior walls that are not necessary for the support of the structure and all components thereto and all space encompassed thereby; and
- (x) in addition, all betterments or improvements made by the Unit Owner (or a prior owner of the Unit Owner's Unit) wherever located on the Condominium Property.

The property insurance carried by each Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible as the Board may from time to time determine and provide notice of to the Unit Owners. Each Unit Owner will file a copy of the policy(ies), or other evidence of insurance as the Board may require established by Board policy or Board rule, including any rule the Board may adopt requiring the Association to be named as an Additional Interest on the Unit Owner's policy, with the Association within 30 days of receipt

of a request from the Association. Each Unit Owner may further insure the personal contents of their Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Unit Owner will also obtain insurance against liability for events arising or related to the Unit Owner's Unit and Limited Common Elements for which they are responsible to maintain, repair, and replace.

(B) Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Declaration Article VI, as amended, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to the damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

### 6.3 Other Association Insurance Coverage.

(A) Liability Insurance. The Association must insure itself, the Board, the Unit Owners, and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements and Exclusive Use Areas, including water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, the insurance to afford protection to a limit of not less than \$2,000,000.00 in respect to personal or bodily injury, disease, illness, or death suffered by any one Person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association

on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements and Exclusive Use Areas will, for any reason, not fully cover any liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who paid all or any portion of the deficiency in an amount exceeding their proportionate share thereof based on their percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. The policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units or the Limited Common Elements.

(B) Worker's Compensation. The Association must obtain and maintain worker's compensation insurance as required by law.

(C) Fidelity Insurance. The Association must obtain and maintain blanket fidelity, crime, or dishonesty insurance coverage for any Person who controls or disburses Association funds including any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit including: management company's principals and employees, a bookkeeper, every member of the Association's Board of Directors, and all Association employees. Coverage will be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses. The insurance will be the property of and for the sole benefit of the Association, and will protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds. The policy will include in the definition of "employee," the community association manager and the managing agent of the Association's funds, or will provide for this inclusion by an endorsement to the policy. The policy will name the Association as the insured party and will include a provision requiring the issuer of the policy to provide a 10-day written notice to the Associations' president or managing agent, if any, in the event of cancellation or substantial modification of the policy, and the manager or managing agent if any, will be the designated agent on the policy. If there is a change in the community association manager or the managing agent for the Association, then within 10 days of the effective start date, the

new manager or managing agent will notify the insurer of the change.

(D) Other Insurance. The Association may carry other insurance as the Board may determine, including, errors and omissions insurance and liability insurance for Directors.

6.4 Increase in Insurance Premiums. If the particular use of a Commercial Unit causes the premium for any insurance policy maintained by the Association pursuant to the terms of this Declaration to be more than it would otherwise be, the Board will have the right to charge the Unit Owner of the Commercial Unit a special assessment in an amount equal to the increase in premiums caused by the activities.

DELETE DECLARATION ARTICLE VII, Section 7.1(A) entitled, "Lesser damage," in its entirety. Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

INSERT a new DECLARATION ARTICLE VII, Section 7.1(A) entitled, "Restoration of Property." Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

(A) Restoration of Property. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under the insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. The costs may include professional fees and premiums for the bonds as the Board deems necessary. Each Unit Owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policy referred to in Article VI, Section 6.1(A) above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

**DELETE DECLARATION ARTICLE VII, Section 7.1(B) entitled, "Major damage," in its entirety.** Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

**INSERT a new DECLARATION ARTICLE VII, Section 7.1(B) entitled, "Major Damage."** Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

(B) Major Damage. In the event any damage to or destruction of the Common Elements renders 50 percent or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75 percent of the voting power, elect not to repair or restore the damaged part at a meeting that will be called within 90 days after the occurrence of the casualty. Upon the election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit Owners. In the event of any sale or a sale of the Condominium Property after the election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of the damage or destruction, will be considered as one fund and will be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of their share of the proceeds until all liens and encumbrances on their Unit have been paid, released or discharged.

**DELETE DECLARATION ARTICLE VII, Section 7.1(D) in its entirety.** Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

**INSERT a new DECLARATION ARTICLE VII, Section 7.1(D).** Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

(D) Unless Unit Owners elect not to restore the damaged property as provided for in Declaration Article VII, Section 7.1(B) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will repair and reconstruct all damage to or destruction of the Common Elements, the Exclusive Use

Areas, and Unit components the Association insures as those items existed immediately before the damage or destruction. The Board, however, may provide for the use of new or alternative materials as the Board reasonably determines are in the Association's best interest.

Unless Unit Owners elect not to restore the damaged property as provided for in Declaration Article VII, Section 7.1(B) above, the Unit Owner of the Unit will restore the Unit and the Limited Common Elements the Unit Owner insures, including any improvement(s), and any other property the Unit Owner is required to insure, at the Unit Owner's sole expense, to the minimum standards as the Board may at any time and from time to time, in its sole discretion, establish and must complete the restoration within eight months after the damage or destruction. Minimum standards may include requiring installation at least one coat of primer on drywall, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

**DELETE DECLARATION ARTICLE VII, Section 7.1(E) in its entirety.** Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

**INSERT a new DECLARATION ARTICLE VII, Section 7.1(E).** Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

(E) If the cost of the repair by the Association for the damages or destruction to the Common Elements, Exclusive Use Areas, and any Unit components the Association insures exceeds the amount of the insurance proceeds received, the excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or any other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, Exclusive Use Areas, and Unit components the Association insures, as the Board so determines. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction. Any insufficient insurance proceeds for damage to a Unit or Limited

Common Elements that the Unit Owners insures are the responsibility of the Unit Owner.

If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds will be allocated as provided for in Declaration Article VI, as amended.

If the cost of repairs to any part of the Condominium Property the Association insures is less than the amount of the insurance proceeds, the Association will retain the excess and place it in the reserve maintenance fund or any other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, Exclusive Use Areas, and the Limited Common Elements, if any, that the Association is responsible for maintaining, repairing, and replacing.

DELETE DECLARATION ARTICLE VIII, Section 8.2 entitled, "Damage by Adjoining Owner," in its entirety. Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

INSERT a new DECLARATION ARTICLE VIII, Section 8.2 entitled, "Maintenance of Common Walls." Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

8.2 Maintenance of Common Walls. The Association is responsible for the reasonable maintenance, repair, and replacement any Common Wall, including drywall and brick that serve as a Common Wall, and any brick that is located behind drywall. The Association is also responsible for maintenance, repair, and replacement of the studs located behind the drywall, if any. The Unit Owner is responsible for the maintenance, repair, and replacement of the finishing materials located on the interior surface(s) of the Common Wall.



Notwithstanding the foregoing, if damage to the Common Wall is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor, then, in that case, the Association may assess the Unit Owner the maintenance, repair, and replacement costs to restore the Common Wall as it existed prior to the damage. Responsibility for damage to a Common Wall as a result of a casualty event is governed by Article VI and Article VII, as amended.

**DELETE DECLARATION ARTICLE VIII, Section 8.3 entitled, “Ordinary Wear and Tear,” in its entirety.** Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

**DELETE DECLARATION ARTICLE VIII, Section 8.4 entitled, “Protection for Exposed Common Wall,” in its entirety.** Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

**DELETE DECLARATION ARTICLE VIII, Section 8.5 entitled, “Owner’s Right to Contribution,” in its entirety.** Said deletion taken from the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Association’s and Unit Owners’ property insurance coverage, liability insurance requirements, and other insurance coverage obligations, and clarifying Common Wall maintenance and insurance responsibilities. 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 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 IX, SECTION 9.5.** Said modification to the Bylaws, Exhibit "E" of the Declaration as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq. , is (deleted language is crossed-out; new language is underlined):

**If an assessment is not paid within ~~thirty (30)~~ ten days after the due date, the entire amount ~~shall~~ will be immediately payable in full and interest may be charged at the maximum rate allowed by law or such other rate as specified by the Board until such time as the same has been paid in full.**

**Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying that the Association may file a lien when assessments are not paid within ten days. Upon the recording of this amendment, only Unit 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 DECLARATION ARTICLE XIV, Section 14.11 entitled, "Service of Notices to Association."** Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

**14.11 Service of Notices to Association.** All notices required or permitted by the Declaration or Bylaws, to the Association, must be made in writing and sent either:

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

(B) delivered using electronic mail to the Board President, to any two other Directors, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or

to any other address as the Board may designate by written notice to all Unit Owners. An electronic mail or transmission technology to the Association is not considered delivered and effective if the transmission to the Association fails two consecutive times, e.g. the Person receives an “undeliverable” or similar message, or the inability to deliver the transmission to the Association becomes known to the Person sending the transmission. If the electronic mail or transmission is not delivered or effective, the notice or other communication to the Association must be sent by regular U.S. mail, first class postage prepaid.

In addition, 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 Article XIV, Section 14.10, as amended above, and this Article XIV, Section 14.11, 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 signature, vote, consent, or approval required to be obtained; and
- (ii) any payment required to be made by the Declaration or Bylaws.

DELETE BYLAWS ARTICLE III, SECTION 3.3 entitled, "Notice of Meetings," in its entirety. Said deletion taken from the Bylaws, attached as Exhibit "E" to the Declaration as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 3.3 entitled, "Notice of Meetings." Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

Section 3.3 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, and 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 Member.

MODIFY BYLAWS ARTICLE III, SECTION 3.4 entitled, "Quorum." Said modification to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is (deleted language is crossed-out; new language is underlined):

3.4 Quorum. The presence at the meeting of at least two (2) Members, in person, ~~or by proxy, at a physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment approved by the Board for meetings that~~

are held via Authorized Communications Equipment, shall will constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article III, Section 3.5, as amended, also will count that Unit 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. If, however, such quorum shall is not be-present or represented at any meeting, the Members entitled to vote thereat shall will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as-aforesaid-shall-be is present or be-represented.

DELETE BYLAWS ARTICLE III, SECTION 3.5 entitled, "Proxies," in its entirety. Said deletion taken from the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 3.5 entitled, "Voting Methods." Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

Section 3.5 Voting Methods. Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article III, Section 3.6, as amended, 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 upon conveyance of the Unit 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 Member's intent to cast a ballot on a matter in the way identified by the Member, 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 in accordance with Bylaws Article III, Section 3.2 and Section 3.3, as amended. 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, as provided for in this Bylaws Article III, Section 3.5(A) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article III, Section 3.5(B) above, or any combination of all voting methods permitted in this Section 3.5.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

INSERT a new BYLAWS ARTICLE III, SECTION 3.6 entitled, "Conduct of Meetings." Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

Section 3.6 Conduct of Meetings. Prior to the meeting notice being sent to the Members in accordance with Bylaws Article III, Section 3.3, as amended, 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 Member 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. The Board must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.

INSERT a new BYLAWS ARTICLE III, SECTION 3.7 entitled, "Action Without A Meeting." Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

Section 3.7 Action Without A Meeting. Any action which may be authorized or taken at a meeting of the 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 accordance with the voting methods in Bylaws Article III, Section 3.5, as amended. All voting records will be filed with the Association.

DELETE BYLAWS ARTICLE IV, SECTION 4.2 entitled, "Nominations," in its entirety. Said deletion taken from the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 4.2 entitled, "Nominations." Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

Section 4.2. Nominations. 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 of the Declaration and these Bylaws. Any Member may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that Member if that Member satisfies all the qualifications to be a Director. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional Member(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 in accordance with Bylaws Article III, Section 3.3, as amended, 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.



**DELETE BYLAWS ARTICLE IV, SECTION 4.3 entitled, "Election," in its entirety. Said deletion taken from the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.**

**INSERT a new BYLAWS ARTICLE IV, SECTION 4.3 entitled, "Election of Directors." Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:**

**Section 4.3 Election of Directors. 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 pursuant to Bylaws Article III, Section 3.5, as amended. 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 are 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 Unit has voted, and not how a Unit 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.**

**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.**

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 permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all 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. Upon the recording of this amendment, only Unit 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 DECLARATION ARTICLE XI SECTION 11.9 entitled, "Late Fees." Said new addition to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

11.9 Late Fees. Any assessment not paid within ten days after the same becomes due and payable is subject to a reasonable, uniform late fee as established from time to time by the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Board to establish a reasonable late fee. 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 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

DELETE BYLAWS ARTICLE III, SECTION 3.1 entitled, "Annual Meetings," in its entirety. Said deletion taken from the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 3.1 entitled, "Annual Meetings." Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

3.1. Annual Meetings. For the election of the Board of Directors, the presentation of reports, and the transaction of any other business as is set forth in the meeting notice, the Association's annual meeting will be held at a time, at a place, and on a date during the first quarter of each calendar year as the Board of Directors determines and as stated in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit 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

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4.1. Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

Directors must be in good standing. "Good standing" means the Director is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that member's capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. Any current Director not in good standing, as defined in this Section, at the time this amendment is recorded with the Hamilton County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4.5. Said new addition to the Bylaws, attached as Exhibit "E" to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is:

In addition, the Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

- (a) by order of court, the Director has been found to be of unsound mind;

- (b) the Director files for bankruptcy or has been adjudicated bankrupt;
- (c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft-related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years;
- (d) the Director is no longer a member in good standing as defined in Bylaws Article II, Section 1, as amended;
- (e) the Director is physically incapacitated in a manner that prohibits the Director for voting or participating in Board meetings; or
- (f) the Director fails to attend three consecutive meetings.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications and removal of Directors. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit 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 H

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

#### AMENDMENT I

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

## AMENDMENT J

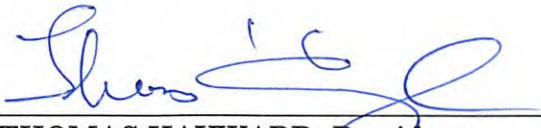
**MODIFY DECLARATION ARTICLE XIII, SECTION 13.4 entitled, “Rental of Units.”** Said modification to the Declaration, as recorded at Hamilton County Records, Official Records Volume 10521, Page 2567 et seq., is (new language is underlined):

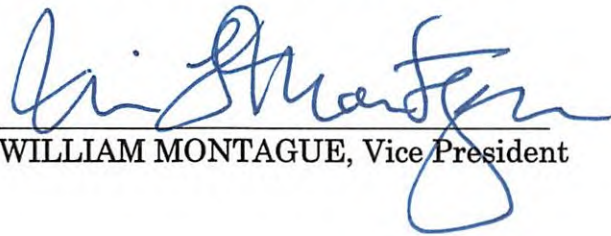
13.4 Rental of Units. A Residential Unit Owner may be permitted to rent its Unit for a period of not less than one (1) year upon such terms considered appropriate by each such Unit Owner; provided that no greater than twenty (20) percent of the Residential Unit Owners shall be permitted to rent their Units during any one time. The Unit Owner of a Unit which is rented shall remain primarily responsible for payment of all assessments and compliance with all terms and conditions of this Declaration, and the Owner of a Unit being rented will be responsible for the acts or omissions of the Occupant of such Unit to the extent governed by this Declaration. No Residential Unit, or any portion of a Residential Unit, may be subleased or sublet.

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 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 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 McAlpin on Fourth Condominium Unit Owners' Association, Inc. has caused the execution of this instrument this 19<sup>th</sup> day of July, 2024.

THE MCALPIN ON FOURTH CONDOMINIUM UNIT OWNERS'  
ASSOCIATION, INC.

By:   
THOMAS HAYWARD, President

By:   
WILLIAM MONTAGUE, Vice President

STATE OF OHIO )  
COUNTY OF HAMILTON ) SS

**BEFORE ME**, a Notary Public, in and for the County, personally appeared the above-named The McAlpin on Fourth Condominium Unit Owners' Association, Inc., by its President and its Vice President, who acknowledged that they did sign the foregoing instrument, on Page 31 of 33, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 19<sup>th</sup> day of July, 2024.

  
NOTARY PUBLIC

Place notary stamp/seal here:



TRACY R. CAVENDER  
Notary Public, State of Ohio  
My Commission Expires  
September 09, 2026  
COMMISSION: 2021-RE-837072

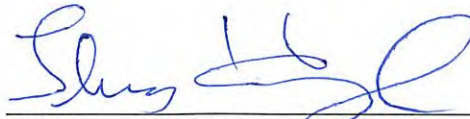
This instrument prepared by:  
KAMAN & CUSIMANO, LLC  
Attorneys at Law  
4695 Lake Forest Drive, Suite 300  
Cincinnati, Ohio 45242  
(513) 878-1771  
ohiocondolaw.com



EXHIBIT A

CERTIFICATION OF OFFICERS

THOMAS HAYWARD and WILLIAM MONTAGUE, being the duly elected and acting President and Vice President of The McAlpin on Fourth Condominium Unit Owners' Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for The McAlpin on Fourth Condominium were duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.



THOMAS HAYWARD, President



WILLIAM MONTAGUE, Vice President

STATE OF OHIO )

COUNTY OF HAMILTON )

SS

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named THOMAS HAYWARD and WILLIAM MONTAGUE who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 19th day of July, 2024.

  
NOTARY PUBLIC

Place notary stamp/seal here:



TRACY R. CAVENDER  
Notary Public, State of Ohio  
My Commission Expires  
September 09, 2026  
COMMISSION: 2021-RE-837072