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Michael D. Ashford

Lucas County Recorder

REST

A.M:ENDMENTS TO THE DECLARATION OF RESTRICTIONS

FOR

BIRCH POINTE FARMS

AND

THE CODE OF REGULATIONS

OF

BIRCH POINTE FARMS HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS FOR BIRCH POINTE FARMS RECORDED AT MICROFICHE RECORDS 89-1016B07 AND THE CODE OF REGULATIONS OF BIRCH POINTE FARMS HOMEOWNERS ASSOCIATION, INC., RECORDED AT INSTRUMENT NO. 20150218-0005926 OF THE LUCAS COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS FOR BIRCH POINTE FARMS
AND THE CODE OF REGULATIONS OF
BIRCH POINTE FARMS HOMEOWNERS ASSOCIATION. INC.

RECITALS

- A.** The Declaration of Restrictions for Birch Pointe Farms (the "Declaration") was recorded at Lucas County Records, Instrument No. 198907260634881; Microfiche Records 89-1016B07 and the Code of Regulations of Birch Pointe Farms Homeowners Association, Inc. (the "Bylaws"), were recorded at Lucas County Records, Instrument No. 20150218-0005926.
- B.** The Birch Pointe Farms Homeowners Association, Inc. (the "Association") is a corporation consisting of all owners in Birch Pointe Farms and as such is the representative of all owners.
- C.** Ohio Revised Code Section 5312.05 authorizes amendments to the Declaration and Bylaws Article VI, Section 29 authorizes amendments to the Bylaws.
- D.** Owners representing the requisite percentage of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").
- E.** As of September 18, 2025, owners representing 93.22 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.
- F.** As of September 18, 2025, owners representing 83.05 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.
- G.** As of September 18, 2025, owners representing 76.27 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment D and authorizing the Association's officers to execute Amendment Don their behalf.

H. As of September 18, 2025, owners representing 84.74 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment E and authorizing the Association's officers to execute Amendment E on their behalf.

I. As of September 18, 2025, owners representing 86.44 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment F and authorizing the Association's officers to execute Amendment F on their behalf.

J. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5312 of the Ohio Revised Code, the Declaration, and the Bylaws, in all material respects.

AMENDMENTS

The Declaration of Restrictions for Birch Pointe Farms and the Bylaws of Birch Pointe Farms Homeowners Association, Inc. are amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE ONE, SECTION 22. Said new addition to the Declaration is:

SECTION 22. 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 lot, including the dwelling on the lot, and from remaining in or on the 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 owner, occupant, or visitor of any owner, or of the Association, as a result of the Association's alleged failure, whether negligent 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 lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only owners of record at the time of 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

MODIFY FIRST SENTENCE of DECLARATION ARTICLE I, SECTION 14 and INSERT a NEW SENTENCE IMMEDIATELY THEREAFTER. Said modification and addition to the Declaration is (deleted language is crossed out; new language is underlined):

AU dwellings shall be equipped with a "rustic cedar" mailbox (so called) approved by the United States Postal Service on a post. If the mailbox or post is damaged or deteriorated to the extent that the Board determines in its sole discretion that repair, painting, or replacement is required, the Board will notify the owner of the work needed. After receipt of the notification, the owner, at their expense, must repair, paint (a color consistent with the home's exterior and/or trim color), or replace it with another of a like kind, design, pattern, height and color as approved by the Board.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the installation and required maintenance and preplacement of mailboxes and mailbox posts. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT D

DELETE DECLARATION ARTICLE TWO, SECTION 2 in its entirety.

INSERT a new DECLARATION ARTICLE TWO, SECTION 2. Said new addition to the Declaration is:

SECTION 2. Each and every owner of a lot, and any subsequent purchaser of a lot, covenants and agrees to pay the Association all assessments levied by the Association. The Board will establish and determine the assessment amount and charges allocation that will be prorated among the lots. Every Owner must pay their lot's proportion common expenses share and any other assessments levied against them in such manner and at such times as are provided for in this Declaration, the Bylaws, and as the Board may determine. Common expenses are assessments for the maintenance of common elements or other activities undertaken by the Association as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents of the property.

DELETE BYLAWS ARTICLE II, SECTION 16 entitled, "Power of Assessment" in its entirety.

INSERT a new BYLAWS ARTICLE II, SECTION 16 entitled, "Annual Assessment". Said new addition to the Bylaws is:

SECTION 16. Annual Assessment. Prior to February 1st, the Board will prepare and adopt a budget that is based on its estimate of the total amount that will be required for the calendar year beginning January 1st of each year and ending on December 31st of the same year to pay the common expenses. The common expenses include a reasonable reserve for contingencies and replacements adequate to repair or replace major capital items in the normal course of operations without the need for special assessments unless no less than the majority of the voting power of the Association waives the reserve requirement in writing. The Board will notify each owner as to the amount of the budget, together with a reasonable itemization, and will assess the aggregate amount of the budget against the lots as the annual assessment, which is payable quarterly, semi-annually,

or annually as determined by the Board, for the purpose of funding the common expenses incurred by the Association in maintaining, repairing, and improving the common elements. Each lot owner is obligated to pay the Association, each assessment in a manner as the Board shall designate. The funds received by the Board of Directors from the assessments will be kept in the common expense fund and will be expended by the Board of Directors only in accordance with the provisions of these Bylaws, the Declaration, the Articles of Incorporation, and State law.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding assessments being established by the Board of Directors and based on the preparation of the annual budget based on the fiscal year. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

INSERT TWO NEW PARAGRAPHS to the end of BYLAWS ARTICLE II, SECTION 5. Said new addition to the Bylaws, is:

Each Director must be an owner or the spouse of an owner, provided that if an owner is not an individual, that owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that owner to serve on the Board of Directors. In addition, a trustee or a qualified beneficiary of a trust which owns the lot is also eligible to serve as a Director.

Directors must also 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 Lucas County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors. Each Director must also provide and cooperate with all State and Federal reporting requirements, if any, including provision of contact and other information and documentation as the law may require.

INSERT a new BYLAWS ARTICLE II, SECTION 19 entitled, "Removal by Board Vote." Said new addition to the Bylaws is:

SECTION 19. Removal by Board Vote. 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 no longer meets the qualifications to serve on the Board as required by these Bylaws;
- (e) the Director is physically incapacitated in a manner that prohibits the Director from 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 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 I, SECTION 1 entitled, "Annual Meetings" in its entirety.

INSERT a new BYLAWS ARTICLE I, SECTION 1 entitled, "Annual Meetings." Said new addition to the Bylaws is:

SECTION 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 month of March 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 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 Birch Pointe Farms Homeowners Association, Inc. has caused the execution of this instrument this 23 day of October, 2025.

BIRCH POINTE FARMS HOMEOWNERS ASSOCIATION, INC.

By: -
MICHAEL G. MANOS, President

STATE OF OHIO)
)
COUNTY OF Lucas) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above named Birch Pointe Farms Homeowners Association, Inc., by **Michael G. Manos**, 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 23 day of October, 2025.

NOTARY PUBLIC

Place notary stamp/seal here:



KELSEA BLJSKIS
Notary Public
State of Ohio
My Comm. Expires
October 7, 2029

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
405 Madison Avenue, Suite 1000
Toledo, Ohio 43604
(419) 491-7562
ohiohoalaw.com

The Birch Pointe Farms Homeowners Association, Inc. has caused the execution of this instrument this 23 day of October, 2025.

BIRCH POINTE FARMS HOMEOWNERS ASSOCIATION, INC.

By:

ELEANOR A. KEMP, Secretary

STATE OF OHIO)
) SS
COUNTY OF Lucas)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Birch Pointe Farms Homeowners Association, Inc., by Eleanor A. Kemp, its Secretary, who acknowledged that she 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 her personally and as such officer.

I have set my hand and official seal this 23 day of October, 2025.

NOTARY PUBLIC

Place notary stamp/seal here:



KELSU BLASKIS
Notary Public
State of Ohio
My Comm. Expires
October 7, 2029

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
405 Madison Avenue, Suite 1000
Toledo, Ohio 43604
(419) 491-7562
ohiohoalaw .com