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October 13, 2020

Hidden Hills HOA
c/o David Leggett, President
6350 Shadow Lake Trail
Dayton, Ohio 45459

Re: Occupancy Restriction, Name Change, Good
Standing, Indemnification, Electronic Notice, and
Reserve Amendments

Dear Mr. Leggett:

Enclosed, please find the original, fully executed and recorded Amendments to the Declaration of Covenants, Conditions, Restrictions and Assessments for Hidden Hills. The Amendments were filed with the Montgomery County Recorder's Office on September 22, 2020 at Instrument No. 2020-00056232 and became binding and effective on the date they were filed.

The Board must notify every unit owner that the Amendments have passed and been filed for record with the County. The Board's notice should, at a minimum, indicate the date the Amendments were recorded and the County's Instrument number. The Board may send the notice by regular U.S. mail, hand delivery, or, for those owners who have opted into electronic communications, any owner who has provided the Association with an email address.

I recommend, however, that the Board include a copy of the recorded Amendments themselves, especially when being sent by email, so that owners are more likely to pass the Amendments on to future buyers. Alternatively, the Board may indicate how owners can obtain

a copy of the recorded Amendments, such as by requesting a copy from the Association, or by obtaining a copy directly from the County Recorder's Office.

Now that the Amendments have been recorded and delivered to the Association, our work on this matter is complete and I have closed our file accordingly. It has been my pleasure to work together with the Association on this matter.

Should you or any of the Board members wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,


KATELYN R. KAMAN

KRK:mml

Enclosure

cc: All Board Members (via electronic mail only)

Type: Deeds
Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 9/22/2020 10:37:23 AM
Fee Amt: \$114.00 Page 1 of 12
Montgomery County, OH
Brandon C. McClain Recorder

NO TRANSFER
10:16:51 9/22/2020
Reg DT03 Receipt Cashier SR
Montgomery County Auditor
Karl L. Keith

File# 2020-00056232

12

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND ASSESSMENTS
FOR
HIDDEN HILLS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR WHISPERING HILLS RECORDED AT MICROFICHE 77-441A01 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS

PLAT MAP RECORDED AT PLAT BOOK 103, PAGE 20 ET SEQ., PLAT BOOK 106, PAGE 9 ET SEQ., PLAT BOOK 111, PAGE 25 ET SEQ., PLAT BOOK 114, PAGE 21, AND PLAT BOOK 18, PAGE 15 OF THE MONTGOMERY COUNTY RECORDS.

Dh

Instrument Number: 2020-00056232 Seq: 1

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
ASSESSMENTS FOR HIDDEN HILLS**

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Assessments for Hidden Hills (the "Declaration") and the Bylaws of Hidden Hills Association, Inc. (the "Bylaws"), attached to and made part of the Declaration, were recorded at Montgomery County Records, Microfiche 77-441A01 et seq.

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

C. Declarartion Article IX authorizes amendments to the Declaration and Bylaws Article XIII authorizes amendments to the Bylaws.

D. Owners representing at least 75% 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 July 27, 2020, Owners representing 75 percent of the Association's voting power have signed and delivered to the Association written consents, along with limited powers of attorney, in favor of Amendments A, B, C, D, E, and F and authorizing the Association's officers to execute the Amendments on their behalf.

F. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Declaration of Covenants, Conditions, Restrictions and Assessments for Hidden Hills is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE IV, SECTION 25 entitled, "Occupancy Restriction." Said new addition, to be added to Page 12 of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq., is as follows:

Section 25. 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 Lot and from remaining in or on the Tract 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, 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 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

REPLACE ALL references in the Declaration and Bylaws to the term "Whispering Hills Association, Inc." with the term "Hidden Hills Association, Inc." Said replacements are to be made to the Declaration and the Bylaws, attached to and made part of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq.

REPLACE ALL references in the Declaration and Bylaws to the term "Whispering Hills" with the term "Hidden Hills." Said replacements are to be made to the Declaration and the Bylaws, attached to and made part of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq.

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 Association's name to Hidden Hills Association, Inc. throughout the Declaration and Bylaws. 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

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 2. Said new addition, to be added to Page 3 of the Bylaws, attached to and made part of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq., is as follows:

Each Director must be an owner or the spouse of an owner. 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. No Lot may be represented by more than one person on the Board at any one time. Directors must also be in good standing. Good standing requires the Director not be 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 30 days delinquent in the payment of any fees or assessments owed to the Association. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Directors may remove any Director who ceases to meet such good standing qualifications during their term. Any current Director not in good standing, as defined above, at the time this amendment is recorded with the Montgomery 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 3. Said new addition, to be added to Page 3 of the Bylaws, attached to and made part of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq., is as follows:

The Board of Directors may, by a majority vote, remove any individual Board member and create a vacancy on the Board if the Director:

- (a) files for bankruptcy or has been adjudicated bankrupt;

- (b) is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretense, fraud, embezzlement, conversion, or any conspiracy related to any such 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;
- (c) is physically or mentally incapacitated;
- (d) by order of court has been found to be of unsound mind;
- (e) fails to attend three consecutive or a total of four Board meetings within a 12-month period; or
- (f) ceases to meet the good standing qualifications as outlined in Bylaws Article IV, Section 2.

DELETE the LAST SENTENCE of BYLAWS ARTICLE V, SECTION 1 in its entirety. Said deletion to be taken from Page 4 of the Bylaws, attached to and made part of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq.

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 Board members. 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 D

INSERT a new BYLAWS ARTICLE XVII entitled, "INDEMNIFICATION." Said new addition, to be added to Page 10 of the Bylaws, attached to and made part of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq., is as follows:

ARTICLE XVII

INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as

provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty(ies) to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel whom the Board will choose. Notwithstanding the opinion of independent legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three owners to select legal counsel to defend the Directors.

Section 2. Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect

to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

Section 4. Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an owners).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article constitutes a common expense. The Board has the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any owners arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said owner's pro rata share bears to the total percentage interest of all the owners as Association members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only 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 IX, SECTION 7 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 16 of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq., is as follows:

Section 7. Notices and Other Actions and Communications.

(a) All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent (1) by regular U.S. mail, first-class postage prepaid, or (2) delivered in accordance with Section 7(c) below, to the Board President, to any two other Board members, to the Association at the address of the Property, to the Association's manager or management company, if any, or to any other address as the Board may designate by written notice to all owners.

(b) All 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 (1) personally delivered to the owner, (2) placed under or attached to the front or main entry door of the owner's dwelling, (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 7(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) 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 Section 7(a) and 7(b) 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.

(1) 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 use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with Section 7(b) above.

(ii) For voting on matters other than the election of Directors, the Association may provide for voting by electronic mail or other transmission technology.

(iii) An electronic mail or transmission technology to an owner is not considered delivered and effective if the Association's transmission to the owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the owner becomes known to the person responsible for sending the transmission. If the electronic mail

or transmission is not delivered or effective, the Association will deliver the notice or other communication to the owner in accordance with Section 7(b) above.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 F

MODIFY DECLARATION ARTICLE III, SECTION 3(g). Said new modification, to be made to Page 4 of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq., is as follows (new language underlined):

(g) A general operating reserve to assure availability of funds for these purposes, and a general reserve fund to assure availability of funds for the future maintenance, repair, and replacement of major capital Common Elements.

INSERT a new DECLARATION ARTICLE III, SECTION 17 ENTITLED "Reserve for Contingencies and Replacements." Said new addition, to be added to Page 9 of the Declaration, as recorded at Montgomery County Records, Microfiche 77-441A01 et seq., is as follows:

Section 17. Reserve for Contingencies and Replacements. The Board, on the Association's behalf and in the exercise of its sole business judgment, will annually adopt an estimated budget for revenues and expenditures that includes reserves in an amount adequate to maintain, repair, and replace the Association's major, Common Element capital items in the normal course of operations without the necessity of a special assessment; provided that if the Board wishes to fund the reserves in an amount less than that which is required to avoid a special assessment, the Board must annually obtain a waiver of the reserve requirement that is approved by the owners exercising not less than a majority of the Association's voting power. The Board may therefore

build up and maintain reasonable reserve accounts, in one or more physical bank accounts, for these purposes. Any interest earned on the reserve fund accounts will be accumulated in the reserve account. Upon the sale of a Lot by any owner, such owner has no right to any portion of the funds in the reserve account; nor will any such owner have any claim against the Association with respect to such funds.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Board to determine a reasonable reserve fund. 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 such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Hidden Hills Association, Inc. has caused the execution of this instrument this 31 day of August, 2020.

HIDDEN HILLS ASSOCIATION, INC.

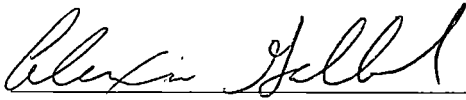
By: 
DAVID B. LEGGETT, its President

By: 
JOSHUA ANGLISS, its Secretary

STATE OF OHIO)
COUNTY OF Warren) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Hidden Hills Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 11 of 12, and that the same is the free act and deed of said 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 2nd day of September, 2020.



NOTARY PUBLIC

Alexis Gabbard

Commission expires June 14, 2023

Place notary stamp/seal here:

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
11311 Cornell Park Drive, Suite 220
Cincinnati, Ohio 45242
ohiohoalaw.com