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Bryan A. Long Licking County Recorder

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE CONDOMINIUM AT ERINWOOD

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE CONDOMINIUM AT
ERINWOOD RECORDED AT INSTRUMENT NO. 201801220001342 OF THE LICKING
COUNTY RECORDS.

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE CONDOMINIUM AT ERINWOOD

RECITALS

- A. The Amended and Restated Declaration of Condominium Ownership for The Condominium at Erinwood (the "Declaration") and the Amended and Restated Bylaws of The Condominium at Erinwood Association, attached to and made part of the Declaration (the "Bylaws"), were recorded at Licking County Records Instrument No. 201801220001342.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E. Attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).
- F. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Amended and Restated Declaration of Condominium Ownership for The Condominium at Erinwood is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(c). Said new addition to the Declaration is:

The Board will impose the following enforcement procedure for levying enforcement assessments:

(1) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit owner in writing, that includes:

(i) A description of the property damage or violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the Unit owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing;

(v) A reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment.

(2) Hearing Requirements:

(i) To request a hearing, the Unit owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(ii) If a Unit owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit owner with a written notice that includes the date, time, and location of the hearing.

(iii) The Board will not levy a charge or assessment before holding a properly requested hearing.

(3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit owner.

(5) The Association will deliver any written notice required above to the Unit owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY DECLARATION ARTICLE XV, SECTION 5(b). Said modification to the Declaration is: (new language is underlined)

(b) Annual operating and both types of special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge and continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(3) MODIFY the 2nd SENTENCE of DECLARATION ARTICLE XV, SECTION 5(c). Said modification to the Declaration is: (deleted language is crossed out; new language is underlined)

The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record Unit owner or Unit owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other ~~chief officer~~ designated representative of the Association.

(4) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VII. Said new addition to the Bylaws is:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) Information that pertains to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a Unit owner;

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

(5) MODIFY the LAST PARAGRAPH of DECLARATION ARTICLE VII, SECTION 4. Said modification to the Declaration is: (deleted language is crossed out; new language is underlined)

Each Board member must be a Unit owner or the spouse of a Unit owner. ~~That notwithstanding, no one Unit may be represented by more than one Person on the Board at any one time.~~ If a Unit owner is not an individual, that Unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit owner. The majority of the Board will not consist of Unit owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit owners or representatives from the same Unit.

(6) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 11. Said new addition to the Bylaws is:

Those written consents will be filed with the Board meeting minutes.

(7) INSERT a NEW DECLARATION ARTICLE XIX, SECTION 1(d). Said new addition to the Declaration, is:

(d) Without a Unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(1) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

- (2) To meet the requirements of insurance underwriters;
- (3) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
- (4) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
- (5) To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;
- (6) To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or
- (7) To permit notices to Unit owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Unit owner.

Any Unit owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(8) MODIFY BYLAWS ARTICLE IV, SECTION 12(m)(ii). Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined

(ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit owners, impacts zoning, or otherwise~~—and~~ relates to matters affecting the Condominium Property;

(9) INSERT a NEW DECLARATION ARTICLE XX, SECTION 6 entitled "Notices to Unit Owners." Said new addition to the Declaration is:

Section 6. Notices to Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit owner designates in writing to the Board, or delivered using electronic mail subject to the following:

(a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(b) An electronic mail or transmission technology to a Unit owner is not considered delivered and effective if the Association's transmission to the Unit owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit 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 Unit owner by either regular mail or hand delivered.

(10) MODIFY DECLARATION ARTICLE XV, SECTION 3(a)(1)(e). Said modification to the Declaration is: (new language is underlined)

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually, for which cash reserves over a period of time in excess of one year ought to be maintained; and

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. 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 these amendments, 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 Condominium at Erinwood Association has caused the execution of this instrument this 20th day of March, 2024.

THE CONDOMINIUM AT ERINWOOD ASSOCIATION

By: *Sandra Boffa*
SANDRA BOFFA, President

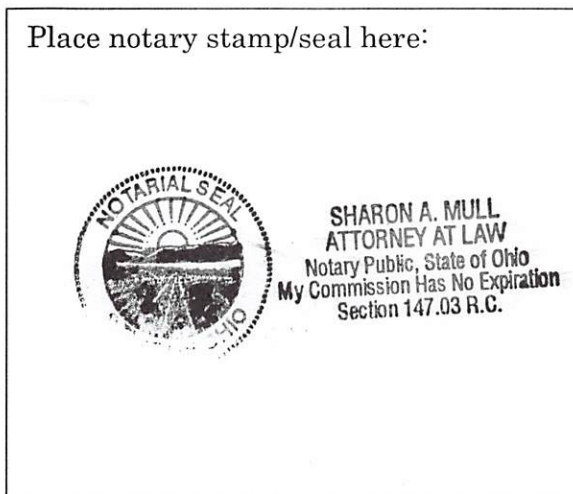
By: *Amy Menster*
AMY MENSTER, Secretary

STATE OF OHIO)
COUNTY OF Licking) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Condominium at Erinwood Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 8 of 10, and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 20th day of March, 2024.


NOTARY PUBLIC



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

EXHIBIT A

CERTIFICATION OF OFFICERS

STATE OF OHIO)
COUNTY OF Licking) SS

Sandra Boffa, and Amy Menster, being the duly elected and acting President and Secretary of The Condominium at Erinwood Association, certify that the Amendments to the Amended and Restated Declaration of Condominium Ownership for The Condominium at Erinwood were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).


Sandra Boffa
SANDRA BOFFA, President

Amy Menster
AMY MENSTER, Secretary

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named Sandra Boffa and Amy Menster 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 20th day of March, 2024.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:

SHARON A. MULL
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.