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TRANSFER NOT NECESSARY
ARRA L. UNDERWOOD, AUDITOR
BY Wendy Kellum DEPUTY
Mackenzie Taylor

KAMAN & CUSIMANO LLC / JILL W
2000 TERMINAL TOWER
50 PUBLIC SQUARE
CLEVELAND, OH 44113
Inst #202300000439

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE GROVES AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR THE GROVES AT THE VILLAGES OF
WETHERINGTON CONDOMINIUMS RECORDED AT O.R. 489, PAGE 1505 ET SEQ.
OF THE WAYNE COUNTY RECORDS.



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE GROVES AT THE VILLAGES OF WETHERINGTON CONDOMINIUMS**

RECITALS

A. The Declaration of Condominium Ownership for The Groves at The Villages of Wetherington Condominiums (the "Declaration") was recorded at Wayne County Records O.R. 489, Page 1505 et seq., and The Bylaws of The Groves at the Villages of Wetherington Condominium Association, Inc., (the "Bylaws"), were recorded at Wayne County Records O.R. 717, Page 936 et seq.

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 Treasurer 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 Declaration of Condominium Ownership for The Groves at The Villages of Wetherington Condominiums and the Bylaws of The Groves at the Villages of Wetherington Condominium Association, Inc. are amended by the Board of Directors as follows:

(1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XXI, SECTION 3. Said new addition, to the Declaration, as recorded at the Wayne County Records, O.R. 489, Page 1505 et seq., as amended at Instrument No. 201500012129, is:

The Board will impose the following enforcement procedure:



(a) 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 owner in writing, that includes:

- (1) A description of the property damage or violation;
- (2) The amount of the proposed charge or assessment;
- (3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (4) A statement setting forth the procedures to request a hearing;
- (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(b) Hearing Requirements:

(1) 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.

(2) 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.

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

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

(d) 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.



(e) 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 XVI, SECTION 5(d).** Said modification, to the Declaration, as recorded at Wayne County Records, O.R. 489, Page 1505 et seq., is: (new language is underlined)

(d) The continuing lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the state of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in any action brought to discharge the lien.

(3) **MODIFY THE 2nd SENTENCE of DECLARATION ARTICLE XVI, SECTION 5(c).** Said modification, to the Declaration, as recorded at Wayne County Records, O.R. 489, Page 1505 et seq., 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 owner or owners thereof, and the amount of the unpaid portion of the assessments and other fees and charges recoverable under this Article XVI, and shall be signed by the president or other ~~chief officer~~ designated representative of the Association as authorized by the Board of Directors.

(4) **INSERT PARAGRAPH** to the end of **BYLAWS ARTICLE VII.** Said addition, to the Bylaws, as recorded at Wayne County Records, O.R. 717, Page 936 et seq., 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;



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- (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 BYLAWS ARTICEL IV, SECTION 2.** Said modification, to be made to the Bylaws, as recorded at Wayne County Records, O.R. 717, Page 936 et seq., and as amended at Instrument No. 201500012129, is: (deleted language is crossed out; new language is underlined)

Section 2. Successor Directors. The Board of Directors will consist of five members, all of whom must be Unit Owners or the spouse of a Unit Owner, and a member in good standing, except as provided otherwise in these Bylaws; ~~provided, however, that no 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. Good standing requires that the member not be more than 30 days delinquent in the payment of any fees and/or Assessments owed to the Association. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during his term. All Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-fifth of the Board will expire annually and a 2-2-1 rotation is maintained at all times. Each Board member will hold office until their successor is elected, or until their earlier



resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary or President of the Association, such resignation to take effect immediately or at such other time as the Board member may specify.

(6) INSERT NEW ITEMS (vi) and (viii) to the end of DECLARATION ARTICLE XIX, SECTION 1(d). Said new addition to the Declaration, as recorded at Wayne County Records, O.R. 489, Page 1505 et seq., is:

... (vi) 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 (vii) 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.

(7) MODIFY BYLAWS ARTICEL IV, SECTION 14(m)(ii). Said modification to the Bylaws, as recorded at Wayne County Records, O.R. 717, Page 936 et seq., and as amended at Instrument No. 201500009594, 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;

(8) INSERT A NEW DECLARATION ARTICLE XXI, SECTION 5 entitled "Notices to Unit Owners." Said new addition to the Declaration, as recorded at Wayne County Records, O.R. 489, Page 1505 et seq., is:

Section 5. 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.

(9) **MODIFY DECLARATION ARTICLE XVI, SECTION 3(a)(1)(v).** Said modification to the Declaration, as recorded at Wayne County Records, O.R. 489, Page 1505 et seq., is: (deleted language is crossed out; new language is underlined)

(v) 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, ~~provided that the amount set aside annually for such reserves shall not be less than ten percent (10%) of the budget for that year unless~~ the reserve requirement is waived in writing annually by the Unit Owners exercising not less than a majority of the voting power of the Association;

(10) **INSERT A NEW PARAGRAPH** to the end of DECLARATION ARTICLE XII, SECTION 8. Said new addition to the Declaration, as recorded at Wayne County Records, O.R. 489, Page 1505 et seq., is:

The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:



- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

- (i) Coverage shall 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.
- (ii) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.
- (iii) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.
- (iv) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.
- (v) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

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



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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 Groves at the Villages of Wetherington Condominium Association, Inc. has caused the execution of this instrument this 28th day of December, 2022.

THE GROVES AT THE VILLAGES OF WETHERINGTON CONDOMINIUM
ASSOCIATION, INC.

By: Lawrence L. Moses
LAWRENCE L. MOSES, President

By: Larry Bergert
LARRY BERGERT, Treasurer



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STATE OF OHIO)
)
COUNTY OF Wayne) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Groves at the Villages of Wetherington Condominium Association, Inc., by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument, on page 9 of 10, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 28th day of December, 2022.

Taylor Brooks
NOTARY PUBLIC

Place notary stamp/seal here:



Taylor Brooks
Notary Public, State of Ohio
My Commission Expires
September 20, 2027

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com