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MAR 13 2023

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

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EXEMPT

M. JD

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM AND

BYLAWS OF CONDOMINIUM ASSOCIATION

FOR

THE BRUNSON CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM AND BYLAWS OF CONDOMINIUM ASSOCIATION FOR THE BRUNSON CONDOMINIUM RECORDED AT INSTRUMENT NUMBER 200508250174857 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM AND
BYLAWS OF CONDOMINIUM ASSOCIATION FOR
THE BRUNSON CONDOMINIUM

RECITALS

A. The Declaration of Condominium for The Brunson Condominium (the "Declaration") and the Bylaws of The Brunson Condominium Association, attached to and made part of the Declaration (the "Bylaws"), were recorded at Franklin County Records Instrument Number 200508250174857.

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 Declaration of Condominium and Bylaws of Condominium Association for The Brunson Condominium is amended by the Board of Directors as follows:

(1) INSERT a NEW DECLARATION ARTICLE VII, SECTION 6(c)(i). Said new addition to the Declaration, as recorded at the Franklin County Records, Instrument Number 200508250174857, 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:

(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.

(b) 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.

(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 THE 3rd SENTENCE of DECLARATION ARTICLE XV, SECTION 5(c).** Said modification to the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, is: (new language is underlined)

The certificate shall contain a description or other sufficient legal identification 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 designated representative of the Association as authorized by the Board of Directors.

(3) **INSERT ITEM (6) to the end of BYLAWS ARTICLE VII.** Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, is:

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

(4) **INSERT A NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 2.** Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, is:

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.

(5) **INSERT A NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 12.** Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, is:

Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Director can hear, participate and respond to every other Director. In lieu of conducting a

meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

(6) **INSERT NEW DECLARATION ARTICLE XVII, SECTION 6(3), ITEMS (f) and (g).** Said new additions to the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, are:

> **(f) 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**
>
> **(g) 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 DECLARATION ARTICLE VII, SECTION 5(b).** Said modification to the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, is: (deleted language is crossed out; new language is underlined)

> **(a) 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 XIX, SECTION 6 entitled "Notices to Unit Owners."** Said new addition to the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, 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:**

(1) 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.

(2) 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 the DECLARATION ARTICLE XV, SECTION 3(a)(1)(e).** Said modification to the Declaration, as recorded at Franklin County Records, Instrument Number 200508250174857, is: (deleted language is crossed out; new language is underlined)

e. in an amount adequate by the Board~~, not no less than ten percent (10%) of the total budget unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association)~~ to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, unless such reserve requirement is waived annually in writing by the Unit Owners exercising not less than a majority of the Association's voting power, and for the funding of insurance deductibles in the event of casualty loss; 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 Brunson Condominium Association has caused the execution of this instrument this 15th day of FEBRUARY, 2023.

THE BRUNSON CONDOMINIUM ASSOCIATION

By: _____
DOUGLAS E. ALLEN, President

By: _____
MATTHEW S. SHEELEY, Secretary

STATE OF OHIO)
) **SS**
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Brunson Condominium Association, by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument, 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 16 day of February, 2023.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC
RICHARD B L FOWLER JR
Notary Public, State of Ohio
My Comm. Expires 02/01/2024

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)
) **SS**
COUNTY OF Franklin)

Douglas E. Allen and **Matthew S. Sheeley**, being the duly elected and acting President and Secretary of The Brunson Condominium Association, certify that the Amendments to the Declaration of Condominium and Bylaws of Condominium Association for The Brunson Condominium were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).

Douglas E. Allen, President

Matthew S. Sheeley, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **Douglas E. Allen** and **Matthew S. Sheeley** 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 15 day of February, 2023.

NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC
STATE OF OHIO

RICHARD B L FOWLER JR
Notary Public, State of Ohio
My Comm. Expires 02/01/2024