AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

WALNUT GREEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WALNUT GREEN CONDOMINIUM RECORDED AT VOLUME 13234, PAGE A01 ET SEQ. OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WALNUT GREEN CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Walnut Green Condominium (the "Declaration") and the Bylaws of Walnut Green Condominium Association, attached to and made part of the Declaration (the "Bylaws"), were recorded at Franklin County Records Volume 13234, Page A01 et seq., and

WHEREAS, Ohio Revised Code Section 5311.05(E)(1) 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," and

WHEREAS, 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"), and

WHEREAS, each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311, and

WHEREAS, attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Steeplechase Gardens Condominium is amended by the Board of Directors as follows:

(1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" are replaced with the term "Common Elements."

(2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" are replaced with the term "Limited Common Elements."

(3) All references in the Declaration and Bylaws to the term "Board of Trustees" are replaced with the term "Board of Directors."

(4) DELETE DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE," in its entirety. Said deletion is to be made on Page 11 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq..

INSERT a new DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE." Said new addition to be added on Page 11 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

ARTICLE VIII

AGENT FOR SERVICE.

The Board will designate the Person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XX, SECTION 2. Said new addition, to be added on Page 33 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

The Board has the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with Chapter 5311, impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements.

(6) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(a). Said new addition, to be added on Page 23 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

The Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(7) **INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(g).** Said new addition, to be added on Page 4 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq. , is as follows:

The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any Occupant of the Unit, or the owner of the Unit. The Association, as the Unit owner's agent, will bring such action in the name of the Unit owner(s). In addition to any procedures required by State law, the Association will give the Unit owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit owner(s) and the subject of a special Assessment against the offending Unit owner and made a lien against that Unit.

(8) **INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(a).** Said new addition, to be added on Page 21 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

The Association will credit payments made by a Unit owner in the following order of priority:

(1) First, to interest owed to the Association;
(2) Second, to administrative late fees owed to the Association;
(3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
(4) Fourth, to the principal amounts the Unit owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(9) INSERT a new DECLARATION ARTICLE XV, SECTION 5(i). Said new addition, to be added on Page 24 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

> **(i) When a Unit owner is delinquent in the payment of assessments for more than 30 days, the Board may, by a majority vote, suspend the voting privileges of the owner and the right of the Occupants to use the recreational facilities.**

(10) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 3(c). Said new addition, to be added on Page 23 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq. is as follows:

> **The Board may impose reasonable charges to the Unit owner for providing copies of the Declaration, Bylaws, or amendments thereto as well as reasonable charges for the handling of re-financing or resale documentation, and statements of unpaid Assessments.**

(11) INSERT a new DECLARATION ARTICLE III, SECTION 2(r), entitled "Owner/Resident Information." Said new addition, to be added on Page 7 of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

> **(r) Owner/Resident Information. Each Unit owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Unit owner, provide to the Association the Unit owner's and all Occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any Person who manages the Unit as an agent of that Unit owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.**

(12) INSERT a new SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 9. Said new addition, to be added on Page c of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(13) **INSERT a new BYLAWS ARTICLE IV, SECTION 12(m).** Said new addition to be added on Page d of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 13234, Page A01 et seq., is as follows:

(m) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

(i) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and operation of the Condominium Property and the Association;

(ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, 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 and relates to matters affecting the Condominium Property;

(iii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(iv) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(v) Grant easements, leases, and concessions through or over the Common Elements;

(vi) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners;

(vii) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

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 such filing have standing to contest the validity of these amendments, 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 the amendments.

The Walnut Green Condominium Association has caused the execution of this instrument this _____ day of _____, 2019.

WALNUT GREEN CONDOMINIUM ASSOCIATION

By: _____
MICHAEL K. HERRELL, its President

By: _____
LEONARD M. CLARKE, its Secretary

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Walnut Green Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 9, 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.

IN WITNESS WHEREOF, I have set my hand and official seal in _____, Ohio, this _____ day of _____, 2019.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

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 PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of the Walnut Green Condominium Association, certifies that the Amendments were duly adopted in accordance with the provisions set forth in the Declaration for amendments.

_____

MICHAEL K. HERRELL, President

_____

LEONARD M. CLARKE, Secretary

STATE OF OHIO)
) SS
COUNTY OF)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named **MICHAEL K. HERRELL** and **LEONARD M. CLARKE** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in _____, Ohio, this _____ day of _____, 2019.

Place notary stamp/seal here:

_____

NOTARY PUBLIC