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First Grantor:
VILLAGE AT STERLING PINES CONDOMINIUM ASSN

First Grantee:
VILLAGE AT STERLING PINES CONDOMINIUMS

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$80.00
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APR 04 2024

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE VILLAGE AT STERLING PINES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VILLAGE AT STERLING PINES CONDOMINIUMS RECORDED AT INSTRUMENT NO. 200111160265721 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VILLAGE AT STERLING PINES CONDOMINIUMS

RECITALS

A. The Declaration of Condominium Ownership for The Village at Sterling Pines Condominiums (the "Declaration") and the Bylaws of The Village at Sterling Pines Condominium Association, attached to and made part of the Declaration (the "Bylaws"), were recorded at Franklin County Records Instrument No. 200111160265721.

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 thatthe 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 Village at Sterling Pines Condominiums 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 Managers/Trustees "are replaced with the term "Board of Directors."

(4) DELETE DECLARATION ARTICLE VIII, entitled "AGENT FOR SERVICE," in its entirety.

INSERT a NEW DECLARATION ARTICLE VIII entitled "AGENT FOR SERVICE." Said new addition to the Declaration is:

ARTICLE VIII

AGENT FOR SERVICE

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 the Declaration is:

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 and regulations 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 3(c). Said new addition to the Declaration is:

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

(i) 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 all of the following:

(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.

(ii) 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.

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

(iv) 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.

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

(7) INSERT a NEW SENTENCE to the end of DECLARATION ARTICLE XV, SECTION 5(c). Said new addition to the Declaration is:

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.

(8) MODIFY DECLARATION ARTICLE XV, SECTION 5(b). Said modification to the Declaration is: (deleted language is crossed out; 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.

(9) 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 owner or 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.

(10) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 5(a). Said new addition to the Declaration is:

> 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.

(11) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(g). Said new addition to the Declaration is:

> 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.

(12) MODIFY BYLAWS ARTICLE IV, SECTION 12(g). Said new addition to the Bylaws, attached to and made part of the Declaration, is:

(g) suspend the voting rights of a Unit owner and the right of the Occupants to use the recreational facilities during any period in which such Unit owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);

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

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.

(14) INSERT a NEW DECLARATION ARTICLE III, SECTION 2(r), entitled "Owner/Resident Information." Said new addition to the Declaration is:

(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.

(15) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VII. Said new addition to the Bylaws, attached to and made part of the Declaration, 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, and minutes:

(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 Unit owners;

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

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

(16) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE VII, SECTION 4. Said new to the Declaration, is:

Each Director must be a Unit owner or the spouse of a Unit owner. 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.

(17) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 9. Said new addition to the Bylaws, attached to and made part of the Declaration, 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.

(18) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 11. Said new addition to the Bylaws, attached to and made part of the Declaration, is:

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

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

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

(i) 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;

(ii) To meet the requirements of insurance underwriters;

(iii) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

(iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(v) 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;

(vi) After the recording of this amendment, any amendment to the Declaration made without a vote of the Unit owner will not require a certification as to the consenting and non-consenting mortgagees as described above;

(vii) 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; and

(viii) 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.

(20) INSERT a NEW PARAGRAPH (m) to BYLAWS ARTICLE IV, SECTION 12. Said new addition to the Bylaws, attached to and made part of the Declaration, is:

(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:

(1) 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;

(2) 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 relates to matters affecting the Condominium Property;

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

(4) 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;

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

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

(7) 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;

(8) Purchase insurance and fidelity bonds the Board considers appropriate or necessary;

(9) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(21) 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.

(22) 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 <u>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</u> 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 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 Village at Sterling Pines Condominium Association has caused the execution of this instrument this 20TH day of FEBRUARY, 2024.

THE VILLAGE AT STERLING PINES CONDOMINIUM ASSOCIATION

By: _____
MATTHEW LEPPERT, President

By: _____
PHYLLIS MORSE, Secretary

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village at Sterling Pines Condominium Association, by its President and its Secretary, 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 20th day of February, 2024.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

MICHELLE L MCCORMACK
Notary Public
State of Ohio
My Comm. Expires
May 19, 2026

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)

Matthew Leppert and **Phyllis Morse**, being the duly elected and acting President and Secretary of The Village at Sterling Pines Condominium Association, certify that the Amendments to the Declaration of Condominium Ownership for The Village at Sterling Pines Condominiums were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).

Matthew L. Leppert
MATTHEW LEPPERT, President

Phyllis Morse
PHYLLIS MORSE, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **Matthew Leppert** and **Phyllis Morse** 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 February, 2024.

Michelle L. McCormack
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
MICHELLE L MCCORMACK
Notary Public
State of Ohio
My Comm. Expires
May 19, 2026