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Lorain County, Ohio  
Judith M Nedwick County Recorder  
File **2018-0695431**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
LEGACY POINTE NO. 2 CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR LEGACY POINTE NO. 2  
CONDOMINIUMS RECORDED AT INSTRUMENT 2002808411A OF THE  
LORAIN COUNTY RECORDS ON FEBRUARY 7, 2002.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
LEGACY POINTE NO. 2 CONDOMINIUMS

RECITALS

- A. The Declaration of Condominium Ownership for Legacy Pointe No. 2 Condominiums (the "Declaration") and the Bylaws of Legacy Pointe Condominium Association No. 2, Inc., Exhibit C of the Declaration (the "Bylaws"), were recorded at Lorain County Records Instrument 2002808411A.
- B. Ohio Revised Code Section 5311.05(E)(1) authorizes the Board of Directors (the "Board"), without a vote of the 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. 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 Legacy Pointe No. 2 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" are replaced with the term "Board of Directors."

(4) INSERT a new DECLARATION ARTICLE XVIII, SECTION 18.03. Said new addition, to be added on Page 25 of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, is as follows:

18.03. 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.

(5) INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE IV, SECTION 4.02(o). Said new addition, to be added on Page 11 of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, 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 Owner's agent, will bring such action in the name of the Owner(s). In addition to any procedures required by State law, the Association will give the 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 Owner(s) and the subject of a special Assessment against the offending Owner and made a lien against that Unit.

(6) INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 5.01, entitled "Obligation of Unit Owners to Pay Common Expenses and Assessments Therefor." Said new addition, to be added on Page 15 of the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, 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.

(7) INSERT a new DECLARATION ARTICLE XVIII, SECTION 18.04. Said new addition, to be added on Page 25 of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, is as follows:

18.04 When an 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.

(8) INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4.07, entitled "Special Services." Said new addition, to be added on Page 14 of the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A 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.

(9) INSERT a new DECLARATION ARTICLE IV, SECTION 4.02(z). Said new addition, to be added on Page 12 of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, is as follows:

- (z) Each Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Owner, provide to the Association the 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 Owner. Any change in the information

must be provided to the Board, in writing, within 30 days of said change.

(10) MODIFY the 2<sup>nd</sup> SENTENCE of BYLAWS ARTICLE II, SECTION 1, entitled "Number and Qualification," and INSERT TWO NEW SENTENCES thereafter. Said modification, to be made on Page 5 of the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, is as follows: (deleted language is crossed out; new language is underlined)

The Board of ~~Managers~~ Directors shall consist of Three (3) persons except as otherwise provided in these Bylaws, all of whom must be Unit Owners, or the spouse of a Unit Owner, and occupiers of a Unit, except as provided otherwise in these Bylaws. 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.

(11) INSERT a new SENTENCE to the end of BYLAWS ARTICLE II, SECTION 2.08, entitled "Quorum; Adjournment." Said new addition, to be added on Page 8 of the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, 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.

(12) INSERT a new SENTENCE to the end of DECLARATION ARTICLE XII, SECTION 12.06 and BYLAWS ARTICLE II, SECTION 2.02(g). Said new additions, to be added on Page 18 of the Declaration and on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, is as follows:

In the alternative, if the Association has collected a Common Surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(13) INSERT a new PARAGRAPH H to BYLAWS ARTICLE II, SECTION 2.02, entitled "Powers, Authorities and Duties." Said new addition to be added on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument 2002808411A, is as follows:

H. 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 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, 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;
- (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; and
- (9) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

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 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 Legacy Pointe Condominium Association No. 2, Inc. has caused the execution of this instrument this 9<sup>th</sup> day of November 2018.

LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 2, INC.

By:

  
MARK W. BENNETT, President

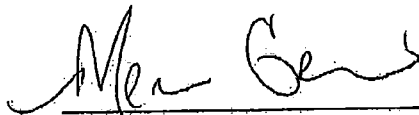
STATE OF OHIO )

) SS

COUNTY OF LORAIN )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Legacy Pointe Condominium Association No. 2, Inc., by its President, who acknowledged that he did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal in  
Avon Lake, Ohio, this 9 day of Nov, 2018.



NOTARY PUBLIC

Place notary stamp/seal here:

MEGAN M. GEIGER  
Notary Public, State of Ohio  
My Commission Expires Nov. 28, 2022

KAMAN & CUSIMANO ATTORNEYS  
2000 TERMINAL TOWER  
50 PUBLIC SQUARE  
CLEVELAND, OH 44113

✓  
This instrument prepared by:  
KAMAN & CUSIMANO, LLC., Attorneys at Law  
50 Public Square, Suite 2000  
Cleveland, Ohio 44113  
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