

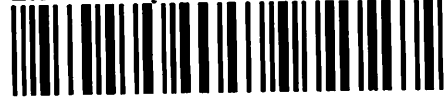
2024-0013726

DECLARATION Fee:\$78.00 Page 1 of 7

Recorded: 5/21/2024 at 09:42 AM

Receipt: T20240009884

Lorain County Recorder Mike Doran



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
LEGACY POINTE NO. 5 CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR LEGACY POINTE NO. 5 CONDOMINIUM
RECORDED AT INSTRUMENT NO. 2007-0228072 OF THE LORAIN COUNTY
RECORDS ON OCTOBER 25, 2007.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
LEGACY POINTE NO. 5 CONDOMINIUM**

RECITALS

- A. The Declaration of Condominium Ownership for Legacy Pointe No. 5 Condominium (the "Declaration") and the Bylaws of Legacy Pointe Condominium Association No. 5, Inc., Exhibit C of the Declaration (the "Bylaws"), were recorded at Lorain County Records Instrument No. 2007-0228072.
- 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. 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. 5 Condominium is amended by the Board of Directors as follows:

- (1) **MODIFY** the **LAST SENTENCE** of the **LAST PARAGRAPH** of **DECLARATION ARTICLE XII, SECTION 12.02**. Said modification to the Declaration is: (new language is underlined)

Any written notice that this section requires shall be delivered to the Unit Owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, by electronic mail to an electronic mail address previously provided by the Unit Owner in writing, or by regular mail.

- (2) **MODIFY** the **3rd SENTENCE** of **DECLARATION ARTICLE XII, SECTION 12.03**. Said modification to the Declaration is: (deleted language crossed out, new language is underlined)

The Association shall have a continuing lien upon the estate or interest in any Unit of the Unit Owner thereof and its percentage of interest in the Condominium Common Elements, for the payment of the portion of the Common Expenses, Assessments and/or Special Charges chargeable against such Unit (together with the amount of any costs, including without limitation reasonable attorney's fees, recording costs, title reports and/or court costs incurred by the Association in connection herewith) which remain unpaid for ten days after the same have become due and payable, from the time a certificate therefor, subscribed by the President or other ~~authorized office~~ designated representative of the Association, is filed with the Recorder of Lorain County, Ohio, pursuant to authorization given by the Association Board of Directors.

(3) INSERT a NEW ITEM (F) to the end of BYLAWS ARTICLE VI, SECTION 6.11. Said new addition to the Bylaws is:

F. Records that date back more than five years prior to the date of the request.

(4) MODIFY BYLAWS ARTICLE II, SECTION 2.01(D). Said modification to the Bylaws, as amended at Instrument No. 2019-0705482, is: (deleted language is crossed out; new language is underlined)

D. ~~No Unit may be represented by more than one person on the Board at any one time~~ 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 BYLAWS ARTICLE II, SECTION 2.13 entitled "Action in Writing Without a Meeting." Said new addition to the Bylaws is:

2.13 Action in Writing Without a Meeting. 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 ITEMS (v), and (vi) to the 2nd PARAGRAPH of DECLARATION ARTICLE XX, SECTION 20.01. Said new additions to the Declaration are:

...(v) 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 (vi) 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 ARTICLE II, SECTION 2.02(B). Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

B. 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 of Directors, 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) MODIFY the 1st 2 SENTENCES of BYLAWS ARTICLE V, SECTION 5.03. Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

The Association shall build up and maintain a reserve in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments. ~~The amount set aside for reserves shall not be less than ten percent 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 vote of the voting power of the Association.~~

(9) DELETE BYLAWS ARTICLE II, SECTION 2.12 entitled "Fidelity Bonds" in its entirety.

INSERT A NEW BYLAWS ARTICLE II, SECTION 2.12 entitled "Fidelity Coverage." Said new addition to the Bylaws is:

2.12 Fidelity Coverage. 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 Association.

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

STATE OF Ohio)
COUNTY OF Lorain) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Legacy Pointe Condominium Association No. 5, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 6 of 7, and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 9th day of May, 2024.

Jaclyn Graham
NOTARY PUBLIC

Place notary stamp/seal here:



JACLYN GRAHAM
Notary Public, State of Ohio
My Commission Expires:
April 25, 2027

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

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 Legacy Pointe Condominium Association No. 5, Inc. has caused the execution of this instrument this 9th day of May, 2024.

LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 5, INC.

By:


KENNETH MAHER, President

By:


STEVEN FELICCIA, Secretary