



**PROPERTY MANAGEMENT COMPANY**

420 AVON BELDEN ROAD, SUITE 1  
AVON LAKE, OHIO 44012-2206

CLEVE: (440) 871-9320  
LORAIN: (440) 933-7151  
FAX: (440) 933-6102

June 9, 2023

Dear: All Legacy Pointe No. 3 Condominium Unit Owners' Association, Inc.

Re: SB61 – Ohio Condominium Act Update and Recommended Compliance Amendments

Effective: May 22, 2023

Please find enclosed a copy of the newly recorded amendment change per the new SB 61 Ohio Condominium Act. The Amendments were filed at the Lorain County Recorder's office on May 22, 2023, at Instrument No. 023934570007. The Amendments became binding and effective on the date they were filed.

Please keep this set of official documents with your copy of the Legacy Pointe Condominium No. 3 documents, Declaration and By Laws. All future buyers must be given all important information if and when you sell your unit.

Sincerely,

You're Board of Directors  
Legacy Pointe No. 3 Condominium Unit Owners' Association, Inc.



Doc ID: 023934570007 Type: OFF  
Kind: DECLARATION  
Recorded: 05/22/2023 at 02:07:10 PM  
Fee Amt: \$78.00 Page 1 of 7  
Lorain County, Ohio  
Mike Doran County Recorder  
File **2023-0916469**

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
LEGACY POINTE NO. 3 CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR LEGACY POINTE NO. 3 CONDOMINIUMS  
RECORDED AT INSTRUMENT NO. 20050052245 OF THE LORAIN COUNTY  
RECORDS ON JANUARY 24, 2005.

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
LEGACY POINTE NO. 3 CONDOMINIUMS

RECITALS

The Declaration of Condominium Ownership for Legacy Pointe No. 3 Condominiums (the "Declaration") and the Bylaws of Legacy Pointe Condominium Association No. 3, Inc., Exhibit C of the Declaration (the "Bylaws"), were recorded at Lorain County Records Instrument No. 20050052245.

A. 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."

B. 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").

C. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.

D. 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. 3 Condominiums is amended by the Board of Directors as follows:

(1) MODIFY the LAST SENTENCE of DECLARATION ARTICLE XII, SECTION 12.02. Said modification of the Declaration, as recorded at the Lorain County Records, Instrument No. 20050052245, 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 electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY THE 3rd SENTENCE of DECLARATION ARTICLE XII, SECTION 12.03. Said modification to the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, is: (new language is underlined; deleted language is crossed out)

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 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 designated representative ~~authorized officer~~ of the Association as authorized by the Board of Directors, is filed with the Recorder of Lorain County, Ohio, pursuant to authorization given by the Association Board of Directors.

(3) INSERT ITEM (F) to the end of BYLAWS ARTICLE VI, SECTION 6.11. Said new addition to the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, is:

F. 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 II, SECTION 2.01. Said new addition to the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, 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 PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 2.06. Said new addition to the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, 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 ITEMS (v) and (vi) to the end of the 1st SENTENCE of DECLARATION ARTICLE XX, SECTION 20.01. Said new additions to the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, 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, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, 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) INSERT A NEW PARAGRAPH to the end of DECLARATION ARTICLE XXIII, SECTION 23.02. Said new addition to the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, is:

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.

(9) MODIFY the 1st TWO SENTENCES of BYLAWS ARTICLE V, SECTION 5.03. Said modification to the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, 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 annually in writing by Unit Owners exercising not less than a majority vote of the voting power of the Association.~~

(10) DELETE BYLAWS ARTICLE II, SECTION 2.12 entitled "Fidelity Bonds." Said deletion to the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, is:

INSERT A NEW BYLAWS ARTICLE II, SECTION 2.12 entitled "Fidelity Coverage." Said new addition to the Bylaws, Exhibit C of the Declaration, as recorded at Lorain County Records, Instrument No. 20050052245, 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 unit owners 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.

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. 3, Inc. has caused the execution of this instrument this 11<sup>th</sup> day of May, 2023.

LEGACY POINTE CONDOMINIUM ASSOCIATION NO. 3, INC.

By: Laurel Schmid  
LAUREL SCHMID, President

By: Paul H. Berg  
PAUL BERG, Secretary

STATE OF OHIO )  
COUNTY OF Lorain ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Legacy Pointe Condominium Association No. 3, Inc., 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 11<sup>th</sup> day of May, 2023.

Jaclyn Graham  
NOTARY PUBLIC

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

Place notary stamp/seal here:



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