

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE VILLAGE AT MURPHYS CROSSING CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE VILLAGE AT MURPHYS CROSSING CONDOMINIUM RECORDED AT VOLUME 0601, PAGE 1529 ET SEQ. OF THE DELAWARE COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE VILLAGE AT MURPHYS CROSSING CONDOMINIUM**

RECITALS

- A.** The Declaration of Condominium Ownership for The Village at Murphys Crossing Condominium (the “Declaration”) and the Bylaws of The Village at Murphy's Crossing Condominium Association, attached to and made part of the Declaration (the “Bylaws”), were recorded at Delaware County Records Volume 0601, Page 1529 et seq.
- 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 that the 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 Murphys Crossing Condominium is amended by the Board of Directors as follows:

- (1) All references in the Declaration and Bylaws to the term “Fines” are replaced with the term “Enforcement Assessments.”**
- (2) DELETE DECLARATION ARTICLE VIII, entitled “AGENT FOR SERVICE,” in its entirety. Said deletion is to be taken from the Declaration as recorded at the Delaware County Records, Volume 0601, Page 1529 et seq.**

(3) **INSERT a NEW DECLARATION ARTICLE VIII, entitled “AGENT FOR SERVICE.”** Said new addition to the Declaration, as recorded at the Delaware County Records, Volume 0601, Page 1529 et seq., is:

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.

(4) **MODIFY DECLARATION ARTICLE VII, SECTION 6(c)(i).** Said modification, to the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., is: (new language is underlined)

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, delivered by electronic mail to an electronic mail address previously provided by the owner in writing, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

(5) **MODIFY THE 3rd SENTENCE of DECLARATION ARTICLE XV, SECTION 5(c).** Said modification to the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., is: (deleted language is crossed out; new language is underlined)

The certificate, and thereafter, renewal certificates as necessary to keep the continuing lien in effect, 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 balance of the assessment with interest, fees and costs, and shall be signed by the president or other designated representative ~~chief officer~~ of the Association.

(6) **INSERT ITEM (6) to the end of BYLAWS ARTICLE VII.** Said addition to the Bylaws, attached to and made part of the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., is:

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

(7) **INSERT A NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 2.** Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., 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.

(8) **INSERT A NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 12.** Said new addition, to the Bylaws, attached to and made part of the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., is:

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

(9) **INSERT 2 NEW ITEMS (f) and (g) to the end of DECLARATION ARTICLE XVII, SECTION 6(3).** Said new additions to the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., are:

(f) **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**

(g) **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.**

(10) **MODIFY DECLARATION ARTICLE VII, SECTION 5(b).** Said modification to the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., 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, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise—and relates to matters affecting the Condominium Property;**

(11) **INSERT A NEW DECLARATION ARTICLE XIX, SECTION 6** entitled "Notices to Unit Owners." Said new addition to the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., 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.

(12) **MODIFY DECLARATION ARTICLE XV, SECTION 3(a)(1)(e).** Said modification to the Declaration, as recorded at Delaware County Records, Volume 0601, Page 1529 et seq., is: (deleted language is crossed out; new language is underlined)

e. an amount deemed adequate by the Board, ~~but no less than ten percent (10%) of the total budget~~ unless such reserve requirement is waived annually in writing by the Unit Owners exercising not less than a majority of the voting power of the Association) to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, and for the funding of insurance deductibles in the event of casualty loss;

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 Village at Murphy's Crossing Condominium Association has caused the execution of this instrument this _____ day of _____, 2023.

THE VILLAGE AT MURPHY'S CROSSING CONDOMINIUM ASSOCIATION

By: _____
JOHN SUMINSKI, President

By: _____
JAMES JOLLY, Secretary

