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Instrument Number: 201910160137105

Recorded Date: 10/16/2019 8:55:10 AM



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BROAD BRUNSON PLACE CONDOMINIUM UNIT OWNERS
ASSN

First Grantee:

BROAD BRUNSON PLACE CONDOMINIUM

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OCT 15 2019

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT	
M	MWD
MICHAEL STINZIANO FRANKLIN COUNTY AUDITOR	

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION
FOR
BROAD-BRUNSON PLACE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND
RESTATED DECLARATION FOR BROAD-BRUNSON PLACE CONDOMINIUM
RECORDED AT VOLUME 3780, PAGE 1 ET SEQ. OF THE FRANKLIN COUNTY
RECORDS.

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION FOR
BROAD-BRUNSON PLACE CONDOMINIUM

RECITALS

A. The Amended and Restated Declaration for Broad-Brunson Place Condominium (the "Declaration") and the Bylaws of Broad-Brunson Place Condominium Unit Owners' Association (the "Bylaws"), attached to and made part of the Declaration, were recorded at Franklin County Records, Volume 3780, Page 1 et seq.

B. The Broad-Brunson Place Condominium Unit Owners' Association (the "Association") is a corporation consisting of all Unit owners in Broad Brunson Place Condominium and as such is the representative of all Unit owners.

C. Declaration Article XVII, Section 1 authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws.

D. Unit owners representing the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendments").

E. As of July 12, 2019, Unit owners representing 82.353 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments A, B, C, D, and F and authorizing the Association's officers to execute Amendments A, B, C, D, and F on their behalf.

F. As of July 12, 2019, Unit owners representing 76.741 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment E and authorizing the Association's officers to execute Amendment E on their behalf.

G. Attached as Exhibit A is a certification from the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions in all material respects.

H. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Amended and Restated Declaration for Broad-Brunson Place Condominium is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE XV, SECTION 5(j). Said new addition, to be added to Page 18 of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

A Unit owner who fails to pay any assessment(s) within 10 days after same have become due and payable, is liable for any late charges as established by the Board and for any and all costs and expenses the Association incurs, including attorneys' fees, recording costs, title reports, and court costs, in connection with the collection of said assessment(s) and any other charges or monies the Unit owner owes to the Association. A Unit owner is further liable for all costs and expenses the Association incurs in any action in which the Association is named as a party by any mortgagee or other creditor of the Unit owner.

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XVII, SECTION 2. Said new addition, to be added to Page 20 of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

The Board may levy reasonable enforcement assessments against any Unit owner who, whether by their own conduct, action or inaction or the conduct, action or inaction of any Occupant or guest of their Unit, violates any provision of the Declaration, Bylaws, or rules. The Board may also assess reasonable charges for any damage and for repair of the damage to the Common Elements or any other part of the Condominium Property that the Association is responsible to maintain that is caused by the conduct, action, or inaction of the Unit owner, Occupant, or guest of a Unit owner. The Unit owner must pay to the Association, in addition to any other sums due, any enforcement assessments levied, any charges for damage, and all fees, costs, and expenses the Association incurs, including reasonable attorneys' fees and court costs, in connection with the enforcement of any provision of the Declaration, Bylaws, or rules. The enforcement assessments, charges for damage, fees, costs, and expenses will be levied as a special individual unit assessment against the Unit, and is the personal

obligation of the Unit owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of the Unit owner as further explained and set forth in Declaration Article XV, Section 5.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, 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.

AMENDMENT B

INSERT a new BYLAWS ARTICLE XI entitled, "INDEMNIFICATION." Said new addition, to be added to Page g of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

ARTICLE XI

INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director,

officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Board members excluding the accused or threatened Director (s). If a majority of the Board members cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Unit owners to select legal counsel to defend the Directors.

- (a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.
- (b) Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a common expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Unit owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the

total liability as said Unit owner's pro rata share bears to the total percentage interest of all the Unit owners as Association members.

Section 2. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

Section 3. Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Unit owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as a Unit owner).

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal 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.

AMENDMENT C

INSERT a new DECLARATION ARTICLE XVIII, SECTION 6 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 21 of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

Section 6. Notices and Other Actions and Communications.

(a) Service of Notices on the Association and Board.

All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board President, to any two other Board members, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, or to any other address as the Board may designate by written notice to all Unit owners.

(b) Service of Notices on 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 (1) personally delivered to the Unit owner, (2) placed under or attached to the front or main entry door of the Unit owner's Unit, (3) sent by regular U.S. mail, first-class postage prepaid, to the Unit owner's Unit address or to another address the Unit owner designates in writing to the Board, or (4) delivered in accordance with Paragraph (c) below. If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

(c) New Communication Technologies.

(1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs (a) and (b) above, the following may be accomplished using electronic mail or other transmission

technology available at that time that is a generally accepted business practice:

a. any notice required in the Declaration or Bylaws to be sent or received;

b. any signature, vote, consent, or approval required to be obtained; and

c. any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is 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, including any notice of delinquency of any payment due, in accordance with Paragraph (b) above.

b. For voting on matters other than the election of Board members, the Association may provide for voting by electronic mail or other transmission technology.

c. 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 two consecutive times, 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 in accordance with Paragraph (b) above.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, 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.

AMENDMENT D

DELETE BYLAWS ARTICLE IV, SECTION 2 entitled, "Successor Trustees," in its entirety. Said deletion to be taken from Page b of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 2 entitled, "Number and Qualification." Said new addition, to be added to Page b of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

Section 2. Number and Qualification. The Board of Directors will consist of 6 persons, each of whom must be Unit owners, or the spouse of a Unit owner. A Unit owner, who is not a Person, may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit owner. No Unit may be represented by more than one person on the Board at any one time. All six Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-third of the members' terms will expire annually and a 2-2-2 rotation is maintained at all times.

Directors must also be in good standing. Good standing requires that the Unit owner be current or no more than 60 days delinquent in the payment of any fees or Assessments owed to the Association, and may not be an adverse party to the Association, the Board or any

Director (in that Director's capacity as a Board member) in any litigation involving one or more of those parties. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Directors may remove any Board member who ceases to meet such good standing or other qualifications during their term.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 3. Said new addition, to be added to Page b of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

Except as otherwise provided in these Bylaws, the Directors, by a majority vote, may remove any individual Board member and create a vacancy on the Board, if:

1. the Board member files for bankruptcy or has been adjudicated bankrupt;
2. the Board member is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years;
3. the Board member is are no longer a member in good standing as defined in Bylaws Article IV, Section 2, as amended; or
4. the Board member is physically or mentally incapacitated.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding qualifications and removal of Board members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, 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.

AMENDMENT E

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 1. Said new addition, to be added to Page 15 of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

The Association, at the Board's determination, may establish one or more required or preferred method(s) of payment, such as by Automatic Clearing House (ACH) or other methods of payment, for Assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred method(s) of payment, such as check, credit card, or cash.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment authorizing the Board to establish a required or preferred method(s) of payment of assessments, and other charges and fees due to the Association. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, 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.

AMENDMENT F

DELETE DECLARATION ARTICLE III, SECTION 2(f) entitled, "Renting and Leasing," in its entirety. Said deletion to be taken from Page 4-5 of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION 2(f) entitled, "Leasing of Units." Said new addition, to be added to Page 4 of the Declaration, as recorded at Franklin County Records, Volume 3780, Page 1 et seq., is as follows:

(f) Leasing of Units. To create a community of resident Unit owners and to remain within mortgagee owner-occupancy limitations; and to further protect and preserve the Declaration's fundamental purposes set forth in the Declaration, including the preservation of property values and the well-being of Unit owners and Occupants; no Unit can be leased, let, or rented, whether for monetary compensation

or not, by a Unit owner to others for business, speculative, investment, or any other purpose, subject to the following:

(1) The above prohibition does not apply to:

a. Units that are occupied by the parent(s) or child(ren) of the Unit owner; or,

Units that are leased or rented to a third party by the Unit owner as of the date this amendment is recorded with the Franklin County Recorder's Office, and which the Unit owner has registered with the Association as a "leased unit" (referred to as "Grandfathered Units") within 90 days of the recording of this amendment; a Grandfathered Unit may continue to be leased until titled ownership of the Unit is transferred to a subsequent Unit owner; upon the date of title transfer, the Unit is no longer a Grandfathered Unit and is no longer excepted from this lease prohibition; or,

b. Units that meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit owner has the right to lease their Unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (2), (3), and (4) below (referred to as "Hardship Units"). To exercise this right:

(i) The Unit owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

(ii) The Unit owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the Unit owner is more than 60 days past due in payment, the Unit owner will request from the Board a one-time hardship exception and will not lease the Unit until the Board approves the request.

(2) Units occupied by parents or children of a Unit owner, Grandfathered Units, or Hardship Units are subject to the following conditions and restrictions:

a. Lease terms must be for 12 full, consecutive calendar months;

b. Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

c. No Unit may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

d. No Unit may be sub-leased, sublet, or rented by a tenant;

e. No individual room, part, or sub-part of any Unit may be leased, let, or rented;

f. The Association has at all times a limited power-of-attorney from and on behalf of any Unit owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full.

g. The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations.

h. When a Unit owner leases their Unit, the Unit owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property.

i. In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any Occupant of the Unit, or the Unit owner of the Unit. The action will be brought by the Association, as the Unit owner's agent, in the name of the Unit owner. 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 assessed to the Unit owner (s) and the Unit's account and is a lien against that Unit.

(3) Any land contract for the sale of a Unit must be recorded with the Franklin County Recorder's Office. A recorded copy of the land contract must be delivered to the Board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.

(4) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 2(f) and in furtherance of the preservation of the Broad-Brunson Place Condominiums as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Article III, Section 2(f).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal 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 Broad-Brunson Place Condominium Unit Owners' Association has caused the execution of this instrument this 23 day of September, 2019.

BROAD-BRUNSON PLACE CONDOMINIUM UNIT OWNERS' ASSOCIATION

By: *Holly Raduege*
HOLLY RADUEGE, its President

By: *Lucy O. Buzzee*
LUCY O. BUZZEE, its Secretary

STATE OF OHIO)
COUNTY OF Franklin) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Broad-Brunson Place Condominium Unit Owners' 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 each of them personally and as such officers.

I have set my hand and official seal this 24th day of September, 2019.

Karen S. Shively
NOTARY PUBLIC

This instrument prepared by:
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