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APR 19 2021

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

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EXEMPT

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MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENTS TO THE
DECLARATION CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
FOR
HEARTHSTONE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM
OWNERSHIP FOR HEARTHSTONE CONDOMINIUM RECORDED AT
VOLUME 729, PAGE H12 ET SEQ. OF THE FRANKLIN COUNTY RECORDS.

**AMENDMENTS TO THE
DECLARATION CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP FOR HEARTHSTONE CONDOMINIUM**

RECITALS

- A. The Declaration Creating and Establishing a Plan for Condominium Ownership for Hearthstone Condominium (the "Declaration") and the Bylaws of Hearthstone Condominium Association, attached to and made part of the Declaration (the "Bylaws"), were recorded at Franklin County Records Volume 729, Page H12 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1) 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 an 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).
- 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 Creating and Establishing a Plan for Condominium Ownership for Hearthstone Condominium 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” and “Board of Trustees” are replaced with the term “Board of Directors.”

(4) **DELETE DECLARATION ARTICLE VIII** entitled “AGENT FOR SERVICE,” in its entirety. Said deletion is to be made on Page 13 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq.

INSERT a NEW DECLARATION ARTICLE VIII entitled “AGENT FOR SERVICE.” Said new addition to be added on Page 13 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

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.

(5) **INSERT a NEW 2ND PARAGRAPH** to the end of **DECLARATION ARTICLE XIX, SECTION 2**. Said new addition, to be added on Page 27 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

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.

INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIX, SECTION 2. Said new addition, to be added on Page 27 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

The Board will impose the following enforcement procedure:

(i) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit owner a written notice that includes:

(i) A description of the property damage or violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the Unit owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing;

(v) A reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment.

(ii) Hearing Requirements:

(i) To request a hearing, the Unit owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required by Section (a)(i) above. If the Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(ii) If a Unit owner timely requests a hearing, at least seven days prior to the hearing the Board will

provide the Unit owner with a written notice that includes the date, time, and location of the hearing.

(iii) The Board will not levy a charge or assessment before holding a properly requested hearing.

(iii) The Board may allow a reasonable time to cure a violation described in Section (a)(v) above before imposing a charge or assessment.

(iv) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit owner.

(v) The Association will deliver any written notice required above to the Unit owner or any Occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

(6) INSERT a NEW SENTENCE to the end of DECLARATION ARTICLE XV, SECTION 5(c). Said new addition, to be added on Page 21 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

The Association has a lien upon each Unit's ownership interest for any unpaid interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees, and paralegal fees.

(7) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE III, SECTION 2(g). Said new addition, to be added on Page 5 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., 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 Unit owner's agent, will bring such action in the name of the Unit owner(s). 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 charged to the Unit owner(s) and the subject of a special assessment against the offending Unit owner and made a lien against that Unit.

(8) **INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XV, SECTION 1.** Said new addition, to be added on Page 19 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

The Association will credit payments made by a Unit owner in the following order of priority:

- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;
- (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (d) Fourth, to the principal amounts the Unit owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.

(9) **MODIFY BYLAWS ARTICLE IV, SECTION 12(g).** Said modification, to be made on Page d of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows: (new language is underlined)

(g) suspend the voting rights and use of recreational facilities of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);

(10) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VII. Said new addition, to be added on Page f of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq. 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.

(11) INSERT a NEW DECLARATION ARTICLE III, SECTION 2(q), entitled "Owner/Resident Information." Said new addition, to be added on Page 7 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

(q) Owner/Resident Information. Each Unit owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Unit owner, provide to the Association the Unit 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 Unit owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

(12) INSERT a NEW 2ND PARAGRAPH to the end of BYLAWS ARTICLE VII. Said addition, to be made on Page f of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, and minutes:

- (a) Information that pertains to Condominium Property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

- (c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against Unit owners;
- (e) Information the disclosure of which is prohibited by state or federal law.

(13) **INSERT A NEW PARAGRAPH** to the end of **DECLARATION ARTICLE VII, SECTION 4**. Said new addition, to be made on Page 12 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

Each Director must be a Unit owner or the spouse of a Unit owner. provided that 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.

(14) **INSERT NEW PARAGRAPH** to the end of **BYLAWS ARTICLE IV, SECTION 9**. Said new addition, to be added on Page c of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

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.

(15) **INSERT a NEW PARAGRAPH (d)** to the end of **DECLARATION ARTICLE XVIII, SECTION 1**. Said new addition, to be added on Page 26 of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

(d) Notwithstanding the above, without a Unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(i) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(ii) To meet the requirements of insurance underwriters;

(iii) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

(iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(v) To designate a successor to the Person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation.

(vi) After the recording of this amendment, any amendment to the Declaration made without a vote of the Unit Owner will not require a certification as to the consenting and non-consenting mortgagees as described above.

Any Unit owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(16) INSERT a NEW PARAGRAPH (k) to BYLAWS ARTICLE IV, SECTION 12. Said new addition to be added on Page d of the Bylaws, attached to and made part of the Declaration, as recorded at Franklin County Records, Volume 729, Page H12 et seq., is as follows:

(k) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

(i) Hire and fire managing agents, 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;

(ii) 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;

(iii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(iv) 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;

(v) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(vi) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners;

(vii) 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;

(viii) 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 Unit 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 Hearthstone Condominium Association has caused the execution of this instrument this 20 day of MARCH, 2021.

HEARTHSTONE CONDOMINIUM ASSOCIATION

By:


DIANE L. MAZARIS, its President

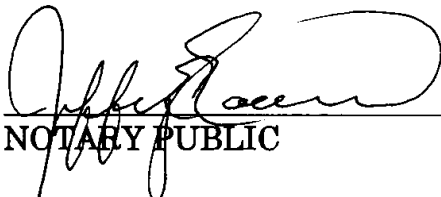
By:


DEBBIE BEACH-JOHNSTON, its Secretary

STATE OF OHIO)
)
 COUNTY OF FRANKLIN) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Hearthstone Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 11 of 13, 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 20th day of March, 2021.



NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
 Attorneys at Law
 8101 North High Street, Suite 370
 Columbus, Ohio 43235
 (614) 882-3100
 ohiocondolaw.com

Place notary stamp/seal here:

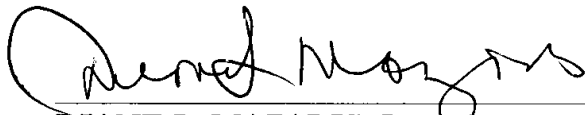
JEFFREY E. KAMAN, Attorney At Law
 NOTARY PUBLIC - STATE OF OHIO
 My commission has no expiration date
 Sec. 147.03 R.C.

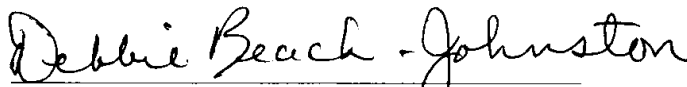
EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
)
COUNTY OF FRANKLIN) SS

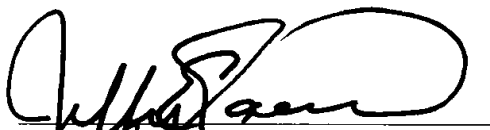
DIANE L. MAZARIS and DEBBIE BEACH-JOHNSTON, being the duly elected and acting President and Secretary of the Hearthstone Condominium Association, certify that the Amendments to the Declaration Creating and Establishing a Plan for Condominium Ownership for Hearthstone Condominium were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).


DIANE L. MAZARIS, President


DEBBIE BEACH-JOHNSTON, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **DIANE L. MAZARIS** and **DEBBIE BEACH-JOHNSTON** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 31 day of March, 2021.


NOTARY PUBLIC

Place notary stamp/seal here:
JEFFREY E. KAMMAN, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.