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Lucas County Recorder DEED

08/21/2023

TRANSFER NOT NECESSARY  
IN COMPLIANCE WITH SEC. 319.202 R.C.

ANITA LOPEZ, AUDITOR  
LUCAS COUNTY, OHIO

BY: CR EX:  MULTI:   
PARCEL: 38-85151 COUNT: 40

TRANS. #: 23-000000

**AMENDMENTS TO THE**

**REVISED AND RE-STATED**

**DECLARATION OF CONDOMINIUM PROPERTY KNOWN**

**AS**

**WOODBROOKE CONDOMINIUM OWNERS' ASSOCIATION, INC.**

**PLEASE CROSS MARGINAL REFERENCE WITH THE REVISED AND RE-  
STATED DECLARATION OF CONDOMINIUM PROPERTY KNOWN AS  
WOODBROOKE CONDOMINIUM OWNERS' ASSOCIATION, INC. RECORDED  
AT INSTRUMENT NO. 20080508-0023464 OF THE LUCAS COUNTY  
RECORDS.**

**AMENDMENTS TO THE  
REVISED AND RE-STATED  
DECLARATION OF CONDOMINIUM PROPERTY KNOWN AS  
WOODBROOKE CONDOMINIUM OWNERS' ASSOCIATION, INC.**

**RECITALS**

A. The Revised and Re-Styled Declaration of Condominium Property Known as Woodbrooke Condominium Owners' Association, Inc. (the "Declaration") and the Revised Bylaws of Woodbrooke Condominium Owner's Association, Inc., Exhibit A of the Declaration (the "Bylaws"), were recorded at Lucas County Records Instrument No. 20080508-0023464.

B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the 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 Revised and Re-Styled Declaration of Condominium Property Known as Woodbrooke Condominium Owners' Association, Inc. is amended by the Board of Directors as follows:

(1) All references in the Declaration and Bylaws to the term "Board of Trustees" are replaced with the term "Board of Directors."

**(2) DELETE DECLARATION ARTICLE VIII, SECTION C, entitled “Service of Process” in its entirety. Said deletion from the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464.**

**INSERT a NEW DECLARATION ARTICLE VIII, SECTION C entitled “Service of Process.” Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**C. Service of Process. 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.**

**(3) INSERT a NEW DECLARATION ARTICLE VI, SECTION C entitled “Enforcement Assessments.” Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**C. Enforcement Assessments. 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 and Regulations of the Association, and reasonable charges for damage to the Common Elements. The Board will impose the following enforcement procedure:**

- 1. Prior to imposing a charge for damages or an enforcement assessment, the Board will give the family unit owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the family unit owner in writing, that includes all of the following:**
  - (i) A description of the property damage or violation;**
  - (ii) The amount of the proposed charge or assessment;**

- (iii) **A statement that the family 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 family unit owner must cure the violation to avoid the proposed charge or assessment.**
- 2. Hearing Requirements:**
  - (i) **To request a hearing, the family unit owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required by Section 1(i) above. If the family 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 family unit owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the family 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.**
- 3. The Board may allow a reasonable time to cure a violation described in Section 1(v) above before imposing a charge or assessment.**
- 4. 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 family unit owner.**

5. **The Association will deliver any written notice required above to the family unit owner or any occupant of the family unit by personal delivery, by certified mail, return receipt requested, electronic mail, or by regular mail.**

**(4) INSERT a NEW SENTENCE to the end of DECLARATION ARTICLE VII, SECTION E. Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

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

**(5) MODIFY the 1ST SENTENCE of DECLARATION ARTICLE VII, SECTION E. Said modification to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is: (deleted language underlined; new language is underlined)**

**The Association shall have a continuing lien upon the estate of interest in any family unit of the owner thereof and its percentage of interest in the common elements for the payment of the portion of the common expenses chargeable against such family unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefore, subscribed by the President or Treasurer or other designated representative of the Association, is filed with the Recorder of Lucas, County, Ohio, pursuant to authorization given by the Board of Directors ~~Trustees~~ of the Association.**

**(6) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION B. Said new addition to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**The Association will credit payments made by an 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 owner owes to the Association for the Common Expenses or enforcement assessments chargeable against the unit.**

**(7) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION L. Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**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 family unit, or the owner of the family unit. The Association, as the family unit owner's agent, will bring such action in the name of the family unit owner(s). In addition to any procedures required by State law, the Association will give the family 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 family unit owner(s) and the subject of a special assessment against the offending family unit owner and made a lien against that family unit.**

**(8) INSERT a NEW DECLARATION ARTICLE VII, SECTION J, entitled "Suspended Rights." Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**J. Suspended Rights. When a family unit owner is delinquent in the payment of assessments for more than 30 days, the Board may, by a majority vote, suspend the voting privileges of the family unit owner and the right of the occupants to use the recreational facilities.**

**(9) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION D. Said new addition to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**The Board may impose reasonable charges to the 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.**

**(10) INSERT a NEW DECLARATION ARTICLE V, SECTION O, entitled "Owner/Resident Information." Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**O. Owner/Resident Information. Each family unit owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the family unit owner, provide to the Association the family 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 family unit as an agent of that family unit owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.**

**(11) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION E. Said new addition to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:**

**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:**

- 1. Information that pertains to condominium property-related personnel matters;**
- 2. Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters;**

3. 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;
4. Information that relates to the enforcement of the Declaration, Bylaws, or Association Rules and Regulations against owners;
5. Information the disclosure of which is prohibited by state or federal law.
6. Records that date back more than five years prior to the date of the request.

(12) MODIFY the 1ST SENTENCE of BYLAWS ARTICLE II, SECTION A and INSERT a NEW SENTENCE thereafter. Said modification to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is: (deleted language is crossed out; new language is underlined)

The Board of ~~Directors~~ Trustees shall consist of not less than five persons nor more than seven unless otherwise provided, all of whom must both be owners, or the spouse of an owner, and occupiers of a unit. If an owner is not an individual, that owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that owner, and the majority of the Board will not consist of 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 owners or representatives from the same unit.

(13) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION G. Said new addition to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, 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.

(14) **INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE V, SECTION A.** Said new addition to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:

In the alternative, if the Association has collected a common surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(15) **INSERT TWO NEW PARAGRAPHS to the end of DECLARATION ARTICLE XIII.** Said new additions to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, are:

In addition, without a family unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

1. 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;

2. To meet the requirements of insurance underwriters;

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

4. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

5. 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.

6. After the recording of this amendment, any amendment to the Declaration made without a vote of the family unit owner will not require a certification as to the consenting and non-consenting mortgagees as described above.

7. 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.

8. To permit notices to family 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 family unit owner;

Any 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 BYLAWS ARTICLE II, SECTION J, entitled "Board Powers." Said new addition to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:

J. Board Powers: The Board may exercise all powers of the Association, including the power to do the following:

1. Hire and fire 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;

2. 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 owners, impacts zoning, or otherwise relates to matters affecting the condominium property;

3. Enter into contracts and incur liabilities relating to the operation of the condominium property;

4. Adopt Rules and Regulations that regulate the use or occupancy of family units, the maintenance, repair, replacement, modification, and appearance of family units, Common Elements, and Limited Common Elements when the actions regulated by those Rules and Regulations affect Common Elements or other family units;

5. Grant easements, leases, licenses, and concessions through or over the Common Elements;

6. Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to owners;

7. 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;

8. Purchase insurance and fidelity bonds the Board considers appropriate or necessary;

9. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

**(17) INSERT a DECLARATION ARTICLE XV, SECTION I.** Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is:

**I. All notices required or permitted by the Declaration or Bylaws to any family unit owner will be in writing and is deemed effectively given if it has been sent by sent by regular U.S. mail, first-class postage prepaid, to their family unit address or to another address the family unit owner designates in writing to the Board, or delivered using electronic mail subject to the following:**

- 1. The Association may use electronic mail or other transmission technology to send any required notice only to family unit owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any family 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.**
  
- 2. An electronic mail or transmission technology to a family unit owner is not considered delivered and effective if the Association's transmission to the family unit owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the family 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 family unit owner by either regular mail or hand delivered.**

**(18) MODIFY THE 1<sup>st</sup> SENTENCE in BYLAWS ARTICLE V, SECTION C.** Said modification to the Bylaws, Exhibit A of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is: (deleted language is crossed out; new language is underlined)

The Board of ~~Directors~~ Trustees shall establish, build up and maintain a reasonable reserve for contingencies, capital improvements and replacements, provided that the amount set aside annually for reserves ~~not be less than ten percent (10%) of the budget for that year~~ is adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the reserve requirement is waived annually by the unit owners exercising not less than a majority of the voting power of the unit owners association.

(19) INSERT A NEW PARAGRAPH TO THE END OF DECLARATION ARTICLE XI, SECTION C. Said new addition to the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, and as amended at Instrument No. 20210802-0040844, is:

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:

(1) A management company's principals and employees;

(2) A bookkeeper;

(3) The president, secretary, treasurer, any other board member, or employee of the Association.

(a) All of the following apply to the insurance coverage required by 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 family 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 Woodbrooke Condominium Owner's Association, Inc. has caused the execution of this instrument this 24 day of JULY, 2023.

**WOODBROOKE CONDOMINIUM OWNER'S ASSOCIATION, INC.**

By: *[Signature]*  
**JEFFREY A. BIGGS, President**


By: *[Signature]*  
**KATHRYN SPENCER, Secretary**

STATE OF OHIO                    )  
  )     SS  
COUNTY OF LUCAS            )

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above named Woodbrooke Condominium Owner's Association, 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 24<sup>th</sup> day of July, 2023.

*[Signature]*  
**NOTARY PUBLIC**

Place notary stamp/seal here:  
  
LORI L BENSCHOTER  
Notary Public, State of Ohio  
My Commission Expires March 2, 2025

This instrument prepared by:  
**KAMAN & CUSIMANO, LLC**  
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**SEE ENV**

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