

FILED
CLARK COUNTY AUDITOR

MAY 19 2023

JOHN S. FEDERER
AUDITOR



202300006027 06/02/2023 11:36 AM
Filed for Record in CLARK County, Ohio
Nancy Pence, Recorder Rec Fees: \$102.00
DBYL OR Vol 2224 Pgs 2207 - 2216

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
FOX RIDGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR FOX RIDGE CONDOMINIUM RECORDED AT
VOLUME 22, PAGE 279 ET SEQ. OF THE CLARK COUNTY RECORDS.

KAMAN & CUSIMANO LLC
8101 NORTH HIGH STREET
SUITE 370
COLUMBUS, OH 43235



MAY 19 2023

JOHN S. FEDERER
AUDITOR

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
FOX RIDGE CONDOMINIUM

RECITALS

- A. The Declaration of Condominium Ownership for Fox Ridge Condominium (the "Declaration") and the Bylaws of Fox Ridge Condominium Association, Inc., (the "Bylaws") were recorded at Clark County Records, Volume 22, Page 279, et seq.
- B. The Fox Ridge Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Fox Ridge Condominium and as such is the representative of all Unit Owners.
- C. Declaration Article XVIV, Section 1 authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws.
- D. As of April 14, 2023, Unit Owners representing 82.46 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 A and authorizing the Association's officers to execute the Amendment on their behalf.
- E. As of April 14, 2023, Unit Owners representing 75.44 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 B and authorizing the Association's officers to execute the Amendment on their behalf.
- F. As of April 14, 2023, Unit Owners representing 84.24 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment D and authorizing the Association's officers to execute the Amendment on their behalf.
- G. Attached as Exhibit A is a Certification of the Association's Vice President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration's 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.

MAY 19 2023

JOHN S. FEDERER
AUDITOR

AMENDMENTS

The Declaration of Condominium Ownership for Fox Ridge Condominium is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE III, SECTION 2(n) entitled, "Renting and Leasing," in its entirety. Said deletion taken from the Declaration, as recorded at Clark County Records, Volume 22, Page 279 et seq., and as amended at Clark County Records, Volume 1213, Page 281 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION 2(n) entitled, "Leasing of Units." Said new addition, to the Declaration, as recorded at Clark County Records, Volume 22, Page 279 et seq., is:

(n) **Leasing of Units.** To create a community of resident Unit owners and to remain within mortgagee Unit owner-occupancy limitations, and to further protect and preserve the 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 of the Unit as of the date this amendment is recorded with the Clark County Recorder's Office, and which the Unit owner has registered with the Association as a "leased Unit" (referred to as "Exempt Units") within 90 days of the recording of this amendment; an Exempt Unit may continue to be leased until titled Unit ownership of the Unit is transferred to a subsequent Unit owner; upon the date of title transfer, the Unit is no longer an Exempt 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

MAY 19 2023

JOHN S. FEDERER
AUDITOR



202300006027
BK 2224 PG 2210

a one-time period of no more than 12 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (2), (3), (4), and (5) 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; and

(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 any 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) Exempt 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;



MAY 19 2023

JOHN S. FEDERER
AUDITOR

(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 continues to be responsible for all obligations of Unit 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 Units. 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 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 and the Unit's account and is a lien against that Unit.

(3) Any land contract must be recorded with the Clark County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this subparagraph (3) is an impermissible lease. The buyer of a Unit on a land contract meeting the requirements of this subparagraph (3) is considered the Unit owner of the Unit for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(4) Whenever any Unit is owned by a corporation, partnership, trust, or other entity, the Unit owner, through its officers or agents, i.e. president or chief executive officer, partner, or trustee, must designate in writing one particular Person or family that is entitled to occupy the Unit. The designated Person or family must be an employee of or have an ownership or legal interest, e.g. by being a named beneficiary of the trust, in the entity owning the Unit. Only the designated Person or family, its care-givers, co-habitants, and guests may use the Unit. To the extent permitted by law, this

MAY 19 2023

JOHN S. FEDERER
AUDITOR

202300006027
BK 2224 PG 2212

requirement is also intended to prevent the purchase and use of any Unit for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

(5) 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 Article III, Section 2(n), and in furtherance of the preservation of Fox Ridge Condominium as a Unit 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 the Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Article III, Section 2(n).

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 the 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 B

INSERT a new DECLARATION ARTICLE III, SECTION 2(s) entitled, "Solar Energy Collection Devices." Said new addition, to the Declaration, as recorded at Clark County Records, Volume 22, Page 279 et seq., is:

(s) Solar Energy Collection Devices. The installation of any solar energy collecting device of any kind on the exterior of the Unit is prohibited. A "solar energy collection device" means any device manufactured and sold for the purpose of facilitating the collection and beneficial use of solar energy, including passive heating panels or building components and solar photovoltaic apparatus. This prohibition includes, but is not limited to, solar panel systems and solar shingle roofing systems.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction prohibiting solar energy collection devices. The invalidity of any part of the above provision does not impair or affect in any manner

MAY 19 2023



202300006027
BK 2224 PG 2213

JOHN S. FEDERER
AUDITOR

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 C

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT D

INSERT a new DECLARATION ARTICLE XV, SECTION 7 entitled, "Cost of Collection." Said new addition, to the Declaration, as recorded at Clark County Records, Volume 22, Page 279 et seq., is:

Section 7. Cost of Collection. 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 at the end of DECLARATION ARTICLE XIX, SECTION 3 : Said new addition, to the Declaration, as recorded at Clark County Records, Volume 22, Page 279 et seq., is:

The Board may also 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

MAY 19 2023



202300006027
BK 2224 PG 2214

JOHN S. FEDERER
AUDITOR

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.

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.

The Fox Ridge Condominium Association, Inc. has caused the execution of this instrument this 11 day of May, 2023.

FOX RIDGE CONDOMINIUM ASSOCIATION, INC.

By: Roger E. Hamilton
ROGER HAMILTON, Vice President

By: Nancy Everhart, secretary
NANCY EVERHART, Secretary

MAY 19 2023



202300006027
BK 2224 PG 2215


JOHN S. FEDERER
AUDITOR

STATE OF OHIO)
COUNTY OF Ohio Clark) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Fox Ridge Condominium Association, Inc., by its Vice President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 8 of 10, and that the same is the free act and deed of the 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 11 day of May, 2023.

Danielle N. Chesshir
NOTARY PUBLIC

Place notary stamp/seal here:


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



20230006027
BK 2224 PG 2216

EXHIBIT A

CERTIFICATION OF OFFICERS

ROGER HAMILTON and NANCY EVERHART, being the duly elected and acting Vice President and Secretary of the Fox Ridge Condominium Association, Inc., certify that the Amendments to the Declaration of Condominium Ownership for Fox Ridge Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

Roger E. Hamilton
ROGER HAMILTON, Vice President

Nancy Everhart
NANCY EVERHART, Secretary

STATE OF OHIO)
COUNTY OF Clark) SS

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named ROGER HAMILTON and NANCY EVERHART 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 11 day of May, 2023.

Danielle N. Chesshir
NOTARY PUBLIC

