

05/17/2024

TRANSFER NOT NECESSARY
IN COMPLIANCE WITH SEC. 319.202 R.C.
THE LUCAS COUNTY AUDITOR
LUCAS COUNTY, OHIO

BY: AML EX: MULTI: X
PARCEL: 36-16051 COUNT: 27

TRANS. #: 24-000000



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Michael D. Ashford

Lucas County Recorder

DEED

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
MALLARD RUN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR MALLARD RUN CONDOMINIUM RECORDED AT INSTRUMENT NO. 198707140489465 (VOLUME 87, PAGE 320A01 ET SEQ.) OF THE LUCAS COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
MALLARD RUN CONDOMINIUM

RECITALS

- A. The Declaration of Condominium Ownership for Mallard Run Condominium (the "Declaration") and the Bylaws of Mallard Run Condominium Association, Exhibit C of the Declaration (the "Bylaws"), were recorded at Lucas County Records Instrument No. 198707140489465 (Volume 87, Page 320A01 et seq.).
- B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the family 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. Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with Chapter 5311.
- 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 Mallard Run Condominium is amended by the Board of Directors as follows:

- (1) **INSERT a NEW PARAGRAPH** to the end of **DECLARATION ARTICLE V**. Said new addition to the Declaration, as amended at Instrument No. 20190122-0002785, is:

The Board will impose the following enforcement procedure for levying enforcement assessments:

- A. 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:

1. A description of the property damage or violation;
2. The amount of the proposed charge or assessment;
3. A statement that the family unit owner has a right to a hearing before the Board to contest the proposed charge or assessment;
4. A statement setting forth the procedures to request a hearing;
5. A reasonable date by which the family unit owner must cure the violation to avoid the proposed charge or assessment.

B. Hearing Requirements:

1. 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 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.
2. 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.
3. The Board will not levy a charge or assessment before holding a properly requested hearing.

C. The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

D. 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.

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

(2) **MODIFY THE LAST SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE VI, SECTION E(3).** Said modification to the Declaration, as amended at Instrument No. 20180531-0023503 is: (deleted language is crossed out; new language is underlined)

The certificate shall contain a description of the Unit against which the continuing lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other ~~chief officer~~ designated representative of the Association.

(3) **INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VII.** Said new addition to the Bylaws 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, or minutes that contain any of the following:

- (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 a family unit owner;
- (e) Information the disclosure of which is prohibited by state or federal law; or
- (f) Records that date back more than five years prior to the date of the request.

(4) **MODIFY the 1st PARAGRAPH of DECLARATION ARTICLE VII, SECTION D.** Said modification to the Declaration, as amended at Instrument No. 20190122-0002785, is: (deleted language is crossed out; new language is underlined)

The Board will consist of 3 or 5 persons, all of whom must be an Owner, or the spouse of an Owner, and a member in good standing. Good standing requires that the 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, or the Board or any Board member (in that member's capacity as a Board member) in any litigation involving one or more of those parties. An 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 Owner. In addition to the provisions of Bylaws Article IV, Section 3, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during their term. ~~No family unit may be represented by more than one person on the Board at any one time.~~ The majority of the Board will not consist of family unit owners or representatives from the same family unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of family unit owners or representatives from the same family unit.

(5) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 11. Said new addition to the Bylaws is:

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

(6) INSERT a NEW DECLARATION ARTICLE XV, SECTION A(4). Said new addition to the Declaration is:

4. Without a family unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(a) 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;

(b) To meet the requirements of insurance underwriters;

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

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

(e) 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;

(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 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 family 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.

(7) **MODIFY BYLAWS ARTICLE IV, SECTION 12(k)(ii).** Said modification to the Bylaws, as amended at Instrument No. 20180531-0023503, is: (deleted language is crossed out; new language is underlined)

(ii) 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~~and~~ relates to matters affecting the Condominium property;

(8) **MODIFY DECLARATION ARTICLE VI, SECTION C(1)(a)(5).** Said modification to the Declaration is: (new language is underlined)

5. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the

Association, waive the reserve requirement in writing annually for which cash reserves over a period of time in excess of one year ought to be maintained; and

(9) INSERT A NEW DECLARATION ARTICLE VIII, SECTION D entitled "Fidelity Coverage." Said new addition to the Declaration is:

D. Fidelity Coverage. The Board must 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.

All of the following apply to the insurance coverage required under this section:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

e. 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 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 Mallard Run Condominium Association has caused the execution of this instrument this 2 day of May, 2024.

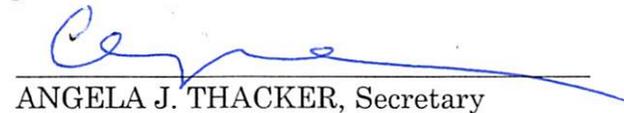
MALLARD RUN CONDOMINIUM ASSOCIATION

By:



JAMES A. MCCABE, President

By:



ANGELA J. THACKER, Secretary

STATE OF Ohio)
)
COUNTY OF Lucas) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Mallard Run Condominium 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 the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 2 day of May, 2024.

Lori L. Benschoter
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:
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SEE ENV

