



KAMAN & CUSIMANO LLC

COMMUNITY ASSOCIATION ATTORNEYS

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May 30, 2024

Nantucket Landing South Condominium
c/o Gwyn Rotramel, Community Association Manager
Apple Property Management, LLC
P.O. Box 752108
Dayton, Ohio 45475

Re: SB61 - Ohio Condominium Act Amendments

Dear Ms. Rotramel:

On behalf of the Board of Directors for the Nantucket Landing South Condominium Association, Inc., we were authorized to proceed with drafting the document needed to implement the Ohio Condominium Act Board powers in accordance with the newly enacted SB61. In accordance with this request and my review of the Nantucket Landing South Declaration and Bylaws, and research and review of the Ohio Condominium Act, and relevant case law, enclosed please find the document, which, when executed, will be recorded to complete the Ohio Condominium Act Amendments.

Please review the document carefully with the Board members to ensure that it meets with everyone's satisfaction, including the names and spelling of the President and Vice President. *If any changes to the amendment language or corrections to the President's or Vice President's names are needed, please notify our office so that I may make the necessary changes to send back to you.*

If everything is acceptable, I would appreciate it very much if you would have the Board President and Vice President sign the amendment document, in blue or black ink, where indicated. The Board President's and Vice President's signatures must also be notarized. In addition, the approval must be reflected in your next Board meeting minutes and should read: "In accordance with the Ohio Condominium Act, I move that the attached Board amendments be enacted and recorded." The motion then needs to be seconded and passed.

Under Ohio law, all writing, including signatures and notary stamps, must be contained within the margins of the recorded amendment. If writing appears in the margins of the document, the County will impose an additional \$20.00 fee.

Please return the originally executed and notarized document to me in the self-addressed, stamped envelope I enclosed for your convenience. The County will only accept originally executed documents. I will review the executed document, and then send it to the County for recording. Once recorded, the County will mail us the physical document back, and when we receive the original recorded amendment, we will then forward it to you with final instructions for distribution to the ownership. This process typically takes approximately two to three weeks from when we send the County the amendments to record. Our office does not actively monitor when the enclosed document is officially recorded with the County. If you would like a copy prior to our office receiving the original back and forwarding it to you, it may be available sooner on the County Recorder's website.

Should you or any of the Board members wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,



JEFFREY E. KAMAN

JEK: mml

Enclosure

cc: All Board members (via electronic mail only)

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM PROPERTY
FOR
NANTUCKET LANDING SOUTH CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM PROPERTY FOR NANTUCKET LANDING SOUTH CONDOMINIUM RECORDED AT DEED RECORD 88-0329 B03 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 135, PAGE 22 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM PROPERTY FOR
NANTUCKET LANDING SOUTH CONDOMINIUM

RECITALS

- A. The Declaration of Condominium Property for Nantucket Landing South Condominium (the "Declaration") and the Bylaws of Nantucket Landing South Condominium Association, Inc., Exhibit C of the Declaration (the "Bylaws"), were recorded at Montgomery County Records Deed Record 88-0329 B03 et seq.
- B. Ohio Revised Code Section 5311.05(E)(1)(c) 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. 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 Property for Nantucket Landing South Condominium is amended by the Board of Directors as follows:

- (1) MODIFY DECLARATION ARTICLE XX, SECTION 20.04(e). Said new addition to the Declaration, as amended at Instrument No. 2021-00003670, is:
- (e) The Association will deliver any written notice required above to the Unit Owner or any occupant of the Unit by personal delivery, by electronic mail to an electronic mail address previously provided by the Unit Owner in writing, by certified mail, return receipt requested, or by regular mail.
- (2) MODIFY the 1st SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE XXI, SECTION 21.05. Said modification to the Declaration, as amended at Instrument No. 2021-00003670, is: (new language is underlined)

The Association shall have a continuing lien upon the estate or interest in any Unit of the Owner thereof and its percentage of interest in the Common Elements for the payment of any delinquent assessments chargeable against such Unit.

(3) MODIFY the LAST SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE XXI, SECTION 21.05. Said modification to the Declaration, as amended at Instrument No. 2021-00003670, is: (new language is underlined)

The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record Owner(s) thereof, and the amount of the delinquency, and shall be signed by the President or other designated representative of the Association.

(4) INSERT a NEW ITEM (f) to the end of BYLAWS ARTICLE V, SECTION 5.09. Said new addition to the Bylaws, as amended at Instrument No. 2021-00003670, is:

(f) Records that date back more than five years prior to the date of the request.

(5) MODIFY BYLAWS ARTICLE II, SECTION 2.01. Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

2.01 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of Units in the project or ~~occupants of a Unit who are related to an owner by a marital or fiduciary relationship~~ the spouse of a Unit Owner. 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. The majority of the Board will not consist of Unit 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 Unit Owners or representatives from the same Unit. If, at any one time one bank or lending institution shall hold mortgages upon more than fifty percent (50%) of the Units, such lending institution may designate its representative who shall be a sixth member of the Board of Managers. Such representative need not be an owner or occupier of a Unit.

(6) INSERT a NEW ITEMS (g) and (h) to the end of DECLARATION ARTICLE XIV, SECTION 14.01. Said new additions to the Declaration, as amended at Instrument No. 2021-00003670, are:

- (g) 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
- (h) To permit notices to 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 Unit Owner.

(7) MODIFY BYLAWS ARTICLE IV, SECTION 4.08(i). Said modification to the Bylaws, as amended at Instrument No. 2021-00003670, is: (deleted language is crossed out; new language is underlined)

(i) 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 Unit Owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

(8) MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 5.03. Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacements in an amount adequate to repair and replace major capital items 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.

(9) DELETE BYLAWS ARTICLE II, SECTION 2.11 entitled "Fidelity Bond" in its entirety.

INSERT A NEW BYLAWS ARTICLE II, SECTION 2.11 entitled "Fidelity Coverage." Said new addition to the Bylaws is:

2.11 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:

- (a) A management company's principals and employees;
- (b) A bookkeeper;
- (c) 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:

(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 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 Nantucket Landing South Condominium Association, Inc. has caused the execution of this instrument this 5 day of June, 2024.

NANTUCKET LANDING SOUTH CONDOMINIUM ASSOCIATION, INC.

By: Mary Giffen
MARY GIFFEN, President

By: [Signature]
EDWARD RINKE, Vice President

STATE OF Ohio)
)
COUNTY OF Montgomery)

SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Nantucket Landing South Condominium Association, Inc., by its President and its Vice President, who acknowledged that they did sign the foregoing instrument, on page 6 of 7, 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 5 day of June, 2024.


NOTARY PUBLIC

Place notary stamp/seal here:



Olivia R. Weimer
Notary Public, State of Ohio
My Commission Expires 10-4-2028

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
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Cincinnati, Ohio 45242
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