



# KAMAN & CUSIMANO<sup>LLC</sup>

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April 11, 2022

Nantucket Landing South Condominium  
c/o Deonta Burden, Community Association Manager  
Towne Properties-Dayton  
6540 Centerville Business Parkway  
Centerville, Ohio 45459

Re: Occupancy Restriction, Electronic Notice, Annual Meeting, and Board Qualifications Amendments

Dear Mr. Burden:

Enclosed, please find the *original*, fully executed and recorded Amendments to the Declaration of Condominium Ownership for Nantucket Landing South Condominium. The Amendments were filed with the Montgomery County Recorder's Office on March 31, 2022, at Instrument No.2022-00022276 and became binding and effective on the date they were filed. Please keep the original Amendments in the Association's *permanent* file.

The Board must notify every unit owner that the Amendments have passed and been filed for record with the County. The Board's notice should, at a minimum, indicate the date the Amendments were recorded and the County's Instrument number. The Board may send the notice by regular U.S. mail, hand delivery, or, for those owners who have opted into electronic communications, any owner who has provided the Association with an email address.

Along with the notice to the owners, the Board can include a copy of the recorded Amendments, especially when being sent by email, so that owners are more likely to pass the Amendments on to future buyers. Alternatively, the Board may indicate how owners can obtain a copy of the recorded Amendments, such as by requesting a copy from the Association, or by obtaining a copy directly from the Montgomery County Recorder's Office.

TOWNE

APR 14 2022

Now that the Amendments have been recorded and delivered to the Association, our work on this matter is complete and I have closed our file accordingly. It has been my pleasure to work together with the Association on this matter.

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

Sincerely yours,

A handwritten signature in blue ink that reads "Katelyn R. Kaman". The signature is written in a cursive style with a large, prominent "K" and "R".

KATELYN R. KAMAN

KRK:mml

Enclosure

cc: All Board members (via electronic mail only)

NO TRANSFER  
15:42:34 3/31/2022  
Reg DT04 Receipt Cashier: SW  
Montgomery County Auditor  
Karl L. Keith

LABEL NBR: 1 Type: DEE  
Kind: SPECIAL INSTRUMENT (DEED)  
Recorded: 03/31/2022 at 03:43:25 PM  
Fee Amt: \$98.00 Page 1 of 10  
Montgomery County, OH  
Brandon C. McClain Recorder  
File: 2022-00022276

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. (the "Bylaws"), Exhibit "C" the Declaration, were recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq.

B. The Nantucket Landing South Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Nantucket Landing South Condominium and as such is the representative of all Unit Owners.

C. Declaration Article XIV, Section 14.01 authorizes amendments to the Declaration and the Bylaws.

D. Unit Owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

E. As of March 3, 2022, Unit Owners representing 76.119 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments A and J and authorizing the Association's officers to execute Amendments A and J on their behalf.

F. As of March 3, 2022, Unit Owners representing 80.597 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 H and authorizing the Association's officers to execute Amendment H on their behalf.

G. As of March 3, 2022, Unit Owners representing 82.089 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 I and authorizing the Association's officers to execute Amendment I on their behalf.

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.

## AMENDMENTS

The Declaration of Condominium Property for Nantucket Landing South Condominium is amended by the following:

### AMENDMENT A

INSERT a new DECLARATION ARTICLE XI, SECTION 11.14 entitled, "Occupancy Restriction." Said new addition, to be added to Page 10 of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq., is as follows:

11.14 Occupancy Restriction. A Person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Unit, and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit Owner, occupant, or visitor of any Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy 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 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

*[Intentionally Left Blank - Amendment Still Pending]*

### AMENDMENT C

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

AMENDMENT D

*[Intentionally Left Blank - Amendment Proposal Still Pending]*

AMENDMENT E

*[Intentionally Left Blank - Amendment Proposal Still Pending]*

AMENDMENT F

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

AMENDMENT G

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

AMENDMENT H

INSERT a new DECLARATION ARTICLE XXIV, SECTION 24.16 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 29 of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq., is as follows:

24.16 Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Unit Owners, the following provisions apply:

- (a) Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:
  - (1) by regular U.S. mail, first-class postage prepaid, or
  - (2) delivered in accordance with subparagraph (c) below, to the Board President, to any two other Directors, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of

State, or to any other address as the Board may designate by written notice to all Unit Owners.

(b) Service of Notices on Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

- (1) personally delivered to the Unit Owner;
- (2) placed under or attached to the front or main entry door of the Unit Owner's Unit;
- (3) sent by regular U.S. mail, first-class postage prepaid, to the Unit Owner's Unit address or to another address the Unit Owner designates in writing to the Board; or
- (4) delivered in accordance with subparagraph (c) below. If there is more than one Person owning a single Unit, a notice given to any one of those several Persons is deemed to have been given personally to all of the Persons owning an interest in the Unit.

(c) New Communication Technologies.

- (1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in subparagraphs (a) and (b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:
  - (i) any notice required in the Declaration or Bylaws to be sent or received;
  - (ii) any signature, vote, consent, or approval required to be obtained; and
  - (iii) any payment required to be made by the Declaration or Bylaws.

- (2) The use of electronic mail or other transmission technology is subject to the following:
- (i) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in subparagraph (b)(1)-(3) above.
  - (ii) For voting on matters, the Association may provide for voting by electronic mail or other transmission technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.
  - (iii) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the 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 Unit Owner by either of the methods identified in subparagraph (b)(1)-(3) above.



DELETE BYLAWS ARTICLE VI, SECTION 6.03 entitled, "Service of Notices on the Board of Managers," in its entirety. Said deletion to be taken from Page 11 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq.

INSERT a new BYLAWS ARTICLE VI, SECTION 6.03 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 11 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq., is as follows:

6.03           Notices and Other Actions and Communications. All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Unit Owners must be delivered in accordance with Declaration Article XXIV, Section 24.16, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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.

#### AMENDMENT I

DELETE BYLAWS ARTICLE I, SECTION 1.07 entitled, "Place of Meetings," in its entirety. Said deletion to be taken from Page 2 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq.

INSERT a new BYLAWS ARTICLE I, SECTION 1.07 entitled, "Annual Meetings." Said new addition, to be added to Page 2 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq., is as follows:

1.07           Annual Meetings. For the election of the Board of Directors, the presentation of reports, and the transaction of any other business as is set forth in the meeting notice, the Association's annual meeting will be held at a time, at a place, and on a date during the first quarter of each calendar year as the Board of Directors determines and as stated in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment establishes the date for holding the annual meeting. 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.

#### AMENDMENT J

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 2.01. Said new addition, to be added to Page 3 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq., is as follows

Directors must also be in good standing. Good standing requires the Director not be an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that member's capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. In addition to the provisions of Bylaws Article II, Section 2.05, a majority of the remaining Directors may remove any Director who ceases to meet such good standing qualifications during their term. Any current Director not in good standing, as defined herein, at the time this amendment is recorded with the Montgomery County Recorder, has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 2.05. Said new addition, to be added to Page 4 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Deed Record 88-0329 B03 et seq., is as follows:

In addition, the Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

- (a) by order of court, the Director has been found to be of unsound mind,
- (b) the Director files for bankruptcy or has been adjudicated bankrupt,
- (c) the Director is or has been convicted of a felony for theft or

other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years,

- (d) the Director is no longer a member in good standing as defined in Bylaws Article II, Section 2.01, as amended,
- (e) the Director is physically incapacitated in such a manner that prohibits the Director for voting or participating in Board meetings, or
- (f) the Director fails to attend three consecutive meetings.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications and removal of Directors. 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 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 K

*[Intentionally Left Blank - Amendment Proposal Still Pending]*

*[SIGNATURE TO FOLLOW]*

The Nantucket Landing South Condominium Association, Inc. has caused the execution of this instrument this 21<sup>st</sup> day of March, 2022.

NANTUCKET LANDING SOUTH CONDOMINIUM ASSOCIATION, INC.

By: Mary Giffen, President  
MARY GIFFEN, President

STATE OF OHIO )  
COUNTY OF Montgomery ) SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Nantucket Landing South Condominium Association, Inc., by its President, who acknowledged that she 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 each of her personally and as such officer.

I have set my hand and official seal this 21<sup>st</sup> day of March, 2022.

Tricia M Swallow  
NOTARY PUBLIC

This instrument prepared by:  
KAMAN & CUSIMANO, LLC  
Attorneys at Law  
11311 Cornell Park Drive, Suite 220  
Cincinnati, Ohio 45242  
(513) 878-1771  
ohiocondolaw.com

Place notary stamp/seal here:



TRICIA M SWALLOW  
Notary Public, State of Ohio  
My Comm. Expires Aug. 19, 2023