NO TRANSFER
11:29:49 2/09/2026
Reg DT05 Receipt Cashier CD
Montgomery County Auditor
Karl L. Keith

LABEL NBR: 2 Type: DEE
Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 02/09/2026 at 11:34:49 AM
Fee Amt: $111.00 Page 1 of 11
Montgomery County, OH
Lori Kennedy Recorder
File: 2026 – 00007833

11

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

FOX RUN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE FOX RUN CONDOMINIUM RECORDED AT MICROFICHE NO. 73-281-A10 OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 92, PAGE 85 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

mail: Kaman & Cusimano (2)

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE PROJECT KNOWN AS FOX RUN CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Fox Run Condominium (the "Declaration") and the Bylaws of The Fox Run Condominium Homeowners Association, Inc. (the "Bylaws"), were recorded at Montgomery County Records Microfiche No. 73-281-A10.

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. Ohio Revised Code Section 5311.05(E)(1)(a) authorizes the Board, without a vote of the Unit Owners, to amend the Declaration "to meet the requirements of institutional mortgages, 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" and" "to bring the Declaration into compliance with this Chapter."

D. 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") and the requirements of mortgages, the federal housing administration, and/or federal law.

E. Each of the changes set forth in these Amendments are based on or 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 Fox Run Condominium is amended by the Board of Directors as follows:

(1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XIV, SECTION 14.5. Said new addition to the Declaration 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 Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the 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 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 Unit Owner must cure the violation to avoid the proposed charge or assessment.

(b) Hearing Requirements:

(1) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the 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 Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the 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.

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

(c) 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 Unit Owner.

(d) 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, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY DECLARATION ARTICLE VI, Section 6.1(a). Said modification to the Declaration is: (deleted language is crossed-out; new language is underlined)

(a) As provided in Ohio Revised Code Section 5311.18, when an assessment remains unpaid for ten days after the same has become due and payable, a certificate of continuing lien for said assessments shall be filed with the Recorder in the County or Counties in which the condominium property is located pursuant to the authorization given by the Board of Directors. Such certificate shall contain a description of the unit against which the ~~line~~ lien exists, the name of the record owner thereof, and the amount of such 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 X. 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 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 FIRST TWO SENTENCES OF BYLAWS ARTICLE IV, SECTION 1, and INSERT a NEW SENTENCE THEREAFTER. Said modification to the Bylaws, as amended at SP-I-06-047260, is: (deleted language is crossed out; new language is underlined)

The affairs of this Association shall be managed by a Board of three (3) Directors who shall constitute the Board of Directors required by Section 5311.08 of the Revised Code of Ohio, and said Directors must be a Unit Owner or the spouse of a Unit Owner. ~~That notwithstanding, no one (1) Unit may be represented by more than one (1) person on the Board at any one (1) time.~~ 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.

(5) INSERT 2 NEW PARAGRAPHS to the end of DECLARATION ARTICLE XIV, SECTION 14.2. Said new additions to the Declaration are:

Without a 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) 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

(7) 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.

Any 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.

(6) MODIFY BYLAWS ARTICLE VII, SECTION 1(f)(1). Said modification to the Bylaws, as amended at SP-I-06-047260, is: (deleted language is crossed out; new language is underlined)

> (1) 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;

(7) INSERT a NEW DECLARATION ARTICLE XIV, SECTION 14.10 entitled "Notices to Unit Owners." Said new addition to the Declaration is:

> Section 14.10. Notices to Unit Owners. Any notice 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 regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:
>
> (a) 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 by either regular mail or hand delivered.
>
> (b) 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, 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 regular mail or hand delivery.

(8) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION 6.2(a). Said new addition to the Declaration is:

> The Association's budget must include an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacement of major improvements 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 this reserve requirement in writing annually.

(9) INSERT a NEW DECLARATION ARTICLE XII, SECTION 12.11 entitled "Fidelity Coverage." Said new addition to the Declaration is:

> Section 12.11. 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 Fox Run Condominium Homeowners Association, Inc. has caused the execution of this instrument this 8 day of January, 2026

FOX RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

By: Reta A. Daum
RETA A. DAUM, President

STATE OF OHIO)
) SS
COUNTY OF Montgomery)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Fox Run Condominium Homeowners Association, Inc., by Reta A. Daum, its President, who acknowledged that she 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 her personally and as such officer.

I have set my hand and official seal this 8th day of January, 2026

David Logsdon
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
DAVID LOGSDON
Notary Public
State of Ohio
My Comm. Expires
October 18, 2030

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
4695 Lake Forest Drive, Suite 300
Cincinnati, Ohio 45242
(513) 878-1771
ohiocondolaw.com

The Fox Run Condominium Homeowners Association, Inc. has caused the execution of this instrument this 8 day of January, 2026.

FOX RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

By: Maria Sullivan
MARIA C. SULLIVAN, Secretary

STATE OF OHIO)
) SS
COUNTY OF Montgomery)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Fox Run Condominium Homeowners Association, Inc., by Maria C. Sullivan, its Secretary, who acknowledged that she 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 her personally and as such officer.

I have set my hand and official seal this 8th day of January, 2026.

David Logsdon
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
DAVID LOGSDON
Notary Public
State of Ohio
My Comm. Expires
October 18, 2030

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
4695 Lake Forest Drive, Suite 300
Cincinnati, Ohio 45242
(513) 878-1771
ohiocondolaw.com