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Karl L. Keith

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Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 11/10/2025 at 09:45:26 AM
Fee Amt: $143.00 Page 1 of 15
Montgomery County, OH
Lori Kennedy Recorder
File: 2025-00063590

15

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BEECH GLEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BEECH GLEN CONDOMINIUM RECORDED AT INSTRUMENT NO. 80-413A01 OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 111, PAGE 24 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BEECH GLEN CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Beech Glen Condominium (the "Declaration") and the Bylaws of Beech Glen Property Owners Association, Inc., attached to and made part of the Declaration (the "Bylaws"), were recorded at Montgomery County Records Instrument No. 80-413A01.

B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Residential 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 of Directors, without a vote of the Residential 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."

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 Beech Glen Condominium is amended by the Board of Directors as follows:

(1) All references in the Declaration and Bylaws to the term "Common Areas" or "Common Areas and Facilities" are replaced with the term "Common Elements."

(2) All references in the Declaration and Bylaws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" are replaced with the term "Limited Common Elements."

(3) All references in the Declaration and Bylaws to the term "Board of Managers" are replaced with the term "Board of Directors."

(4) DELETE DECLARATION ARTICLE III, Section 3.03, entitled "Service of Process," in its entirety.

INSERT a NEW DECLARATION ARTICLE III, SECTION 3.03 entitled "Service of Process." Said new addition to the Declaration is:

> 3.03. Service of Process. The Board will designate the Person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(5) INSERT a NEW DECLARATION ARTICLE X, SECTION 10.03. Said new addition to the Declaration is:

> 10.03. The Board has the authority to impose interest and administrative late fees for the late payment of assessment, impose returned check charges, and, in accordance with Chapter 5311, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements. 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 Residential Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Residential Owner in writing, that includes all of the following:
> >
> > > (1) A description of the property damage or violation;

(2) The amount of the proposed charge or assessment;

(3) A statement that the Residential 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 Residential Owner must cure the violation to avoid the proposed charge or assessment.

(b) Hearing Requirements:

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

(e) The Association will deliver any written notice required above to the Residential Owner or any Occupant of the Residential Unit by personal delivery, by certified mail, return receipt requested, electronic mail, or by regular mail.

(6) INSERT a NEW SENTENCE to the end of DECLARATION ARTICLE VI, SECTION 6.07. Said new addition to the Declaration is:

The Association has a lien upon each Residential Unit's ownership interest for any unpaid interest, administrative late fees, enforcement assessment, and collection costs, attorney's fees, and paralegal fees.

(7) MODIFY the 1st SENTENCE of DECLARATION ARTICLE VI, SECTION 6.07. Said modification to the Declaration is: (new language is underlined)

The Association shall have a <u>continuing</u> lien upon the estate or interest in any unit of the owner thereof and his percentage of interest in the Common Elements for the payment of the portion of the common expenses chargeable against such unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate thereof subscribed by the President <u>or other designated representative</u> of the Association, is filed with the Recorder of Montgomery County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(8) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION 6.01. Said new addition to the Declaration is:

The Association will credit payments made by a Residential Owner in the following order of priority:

(a) First, to interest owed to the Association;

(b) Second, to administrative late fees owed to the Association;

(c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and

(d) Fourth, to the principal amounts the Residential Owner owes to the Association for the common expense or enforcement assessment chargeable against the Residential Unit.

(9) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION 5.10. Said new addition to the Declaration is:

> The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any Occupant of the Residential Unit, or the owner of the Residential Unit. The Association, as the Residential Owner's agent, will bring such action in the name of the Residential Owner(s). In addition to any procedures required by State law, the Association will give the Residential Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Residential Owner(s) and the subject of a special Assessment against the offending Residential Owner and made a lien against that Residential Unit.

(10) INSERT a NEW BYLAWS ARTICLE IV, SECTION 4(g)." Said new addition to the Bylaws is:

> (g) When a Residential Owner is delinquent in the payment of assessment for more than 30 days, the Board may, by a majority vote, suspend the voting privileges of the Residential Owner and the right of the Occupants to use the recreational facilities.

(11) INSERT a NEW BYLAWS ARTICLE IV, SECTION 4(h). Said new addition to the Bylaws is:

> (h) The Board may impose reasonable charges to the Residential Owner for providing copies of the Declaration, Bylaws, or amendments thereto as well as reasonable charges for the handling of re-financing or resale documentation, and statements of unpaid assessment.

(12) INSERT a NEW DECLARATION ARTICLE V, SECTION 5.13. Said new addition to the Declaration is:

> 5.13. Each Residential Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Residential Owner, provide to the Association the Residential Owner's and all Occupants' names, home and business mailing

addresses, home and business telephone numbers, and the name, business address and business telephone number of any Person who manages the Residential Unit as an agent of that Residential Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

(13) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VIII, SECTION 5. 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, and minutes:

(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 Residential Owners;

(e) Information the disclosure of which is prohibited by state or federal law.

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

(14) MODIFY the LAST SENTENCE of THE LAST PARAGRAPH of BYLAWS ARTICLE IV, SECTION 3, and INSERT 2 NEW SENTENCES thereafter. Said modifications to the Bylaws are: (deleted language is crossed out; new language is underlined)

Members of the Board of Directors ~~may, but need not, be members of the Association~~ must be a Residential Owner or the spouse of a Residential Owner. If a Residential Owner is not an individual, that Residential Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Residential Owner. The majority of the Board will not consist of Residential Owners or representatives from the same Residential Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Residential Owners or representatives from the same Residential Unit.

(15) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE V, SECTION 3(b). Said new addition to the Bylaws is:

Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Director can hear, participate and respond to every other Director.

(16) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE V, SECTION 3(c). Said new addition to the Bylaws is:

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

(17) INSERT a NEW SENTENCE to the end of Declaration ARTICLE VI, SECTION 6.02. Said new addition to the Declaration is:

In the alternative, if the Association has collected a common surplus at the end of any fiscal year, the Board may determine that such amount will be applied toward reserves.

(18) MODIFY BYLAWS ARTICLE X, SECTION 2. Said modification to the Bylaws is: (deleted language is crossed out; new language is underlined)

Section 2. Subject to the provisions of Section 1 of this Article, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any meeting of the members of the Corporation by a ~~majority~~ 75 percent vote of the members present at the meeting, in person or by proxy~~, except that any such action prior~~

~~to October 1, 1980 shall be only with the prior approval of the Declarant~~.

(19) INSERT 2 NEW PARAGRAPHS to the end of DECLARATION ARTICLE XII, SECTION 12.01. Said new additions to the Declaration are:

In addition, without a Residential 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) After the recording of this amendment, any amendment to the Declaration made without a vote of the Residential Owner will not require a certification as to the consenting and non-consenting mortgagees as described above;

(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; and

(h) To permit notices to Residential 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 Residential Owner.

Any Residential 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.

(20) INSERT a NEW BYLAWS ARTICLE IV, SECTION 4(i). Said new addition to the Bylaws is:

(i) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:

(1) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and operation of the Condominium Property and the Association;

(2) 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 Residential Owners, impacts zoning, or otherwise relates to matters affecting the Condominium Property;

(3) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Residential Owners;

(4) Enter a Residential Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Residential Unit, or to the health or safety of the Occupants of that Residential Unit or another Residential Unit;

(5) Purchase insurance and fidelity bonds the Board considers appropriate or necessary;

(6) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

(21) INSERT a NEW DECLARATION ARTICLE XII, SECTION 12.13. Said new addition to the Declaration is:

12.13. All notices required or permitted by the Declaration or Bylaws to any Residential 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 Residential Unit address or to another address the Residential 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 Residential Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Residential 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 Residential Owner is not considered delivered and effective if the Association's transmission to the Residential Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Residential 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 Residential Owner by either regular mail or hand delivered.

(22) MODIFY DECLARATION ARTICLE VI, SECTION 6.01(a). Said modification to the Declaration is: (deleted language is crossed out; new language is underlined)

(a) Annual assessments or charges which shall include by way of example items of maintenance and repair, contract services, ~~and~~ insurance premiums, <u>and reserves 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 Residential Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually,</u> and

(23) INSERT a NEW DECLARATION ARTICLE VII, SECTION 7.08. Said new addition to the Declaration is:

<u>7.08.</u> 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 Residential Owners association.

All of the following apply to the insurance coverage required by 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 Residential Owners of record at the time of such filing have standing to contest the validity of these amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendments.

The Beech Glen Property Owners Association, Inc. has caused the execution of this instrument this 23 day of September, 2025.

BEECH GLEN PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Danyel Edge, President

STATE OF Ohio)
) SS
COUNTY OF Montgomery)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Beech Glen Property Owners Association, Inc., by Danyel R. Edge, its President, who acknowledged that they 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 them personally and as such officers.

I have set my hand and official seal this 23 day of Sept., 2025.

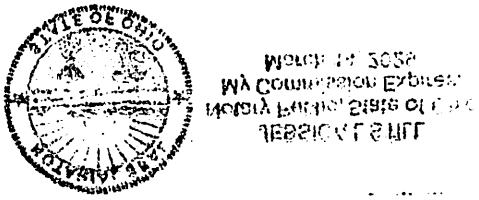
_____
NOTARY PUBLIC

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

Place notary stamp/seal here:

NOTARIAL SEAL STATE OF OHIO

JESSICA L STILL
Notary Public, State of Ohio
My Commission Expires:
March 14, 2029



The Beech Glen Property Owners Association, Inc. has caused the execution of this instrument this 16 day of September, 2025.

BEECH GLEN PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Rebecca Overacker, Secretary

STATE OF Ohio)
) SS
COUNTY OF Montgomery)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Beech Glen Property Owners Association, Inc., by Rebecca Overacker, its Secretary, who acknowledged that they 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 them personally and as such officers.

I have set my hand and official seal this 16 day of September, 2025.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

ERIC MOORE, NOTARY PUBLIC
COMM. EXP. APRIL 25, 2028
STATE OF OHIO

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
4695 Lake Forest Drive, Suite 300
Cincinnati, Ohio 45242
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