

11  
54



Instr:202007010026600  
P: 1 of 11 F:\$126.00 7/1/2020  
Rick Campbell 10:23 AM COND  
Stark County Recorder T20200022197

AMENDMENTS TO THE  
AMENDED DECLARATION OF  
BEAU CHEMIN CONDOMINIUM ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF BEAU CHEMIN CONDOMINIUMS RECORDED AT INSTRUMENT NO. 96030454, AS RE-RECORDED AT INSTRUMENT NO. 97049127, AS AMENDED AT INSTRUMENT NO. 980584005, AS AMENDED AT INSTRUMENT NO. 2000003065, AND THE AMENDED DECLARATION OF BEAU CHEMIN CONDOMINIUM ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 200508220055674 OF THE STARK COUNTY RECORDS.

STARK ONLY THIS WILL CERTIFY THAT COPIES OF THESE AMENDMENTS TO THE AMENDED DECLARATION OF FOR BEAU CHEMIN CONDOMINIUM ASSOCIATION, INC. HAVE BEEN FILED IN THE OFFICE OF THE COUNTY AUDITOR, STARK COUNTY, OHIO.

DATE: June 30, 2020

Alan Harold  
STARK COUNTY AUDITOR

BY: Alan Harold  
DEPUTY AUDITOR

**AMENDMENTS TO THE  
AMENDED DECLARATION OF  
BEAU CHEMIN CONDOMINIUM ASSOCIATION, INC.**

**RECITALS**

- A. The Amended Declaration of Beau Chemin Condominium Association, Inc. (the "Declaration") and the Amended Bylaws of Beau Chemin Condominium Association, Inc., attached to and made part of the Declaration (the "Bylaws"), were recorded at Stark County Records Instrument No. 200508220055674.
- B. Ohio Revised Code Section 5311.05(E)(1) 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 Amended Declaration of Beau Chemin Condominium Association, Inc. 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 Trustees" are replaced with the term "Board of Directors."
- (4) All references in the Declaration and Bylaws to the term "Enforcement Charges" are replaced with the term "Enforcement Assessments."

(5) **DELETE** the **DECLARATION ARTICLE** entitled “**AGENT FOR SERVICE,**” in its entirety. Said deletion is to be made on Page 11 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674.

**INSERT** a **NEW DECLARATION ARTICLE** entitled “**AGENT FOR SERVICE.**” Said new addition to be added on Page 11 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

#### **AGENT FOR SERVICE**

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.

(6) **INSERT** a **NEW SECOND PARAGRAPH** to the end of the **DECLARATION ARTICLE** entitled “**ASSESSMENTS AND LIENS,**” **SECTION 3(c).** Said new addition, to be added on Page 22 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

In addition, the Board has the authority to impose interest and administrative late fees for the late payment of assessments, 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.

(7) **INSERT** a **NEW PARAGRAPH** to the end of the **DECLARATION ARTICLE** entitled “**GENERAL PROVISIONS,**” **SECTION 2.** Said new addition, to be added on Page 26 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

In addition to the foregoing, the Board will impose the following enforcement procedure:

(a) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice 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 by subsection (a)(1) 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.

(c) The Board may allow a reasonable time to cure a violation described in subsection (a)(5) 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 Unit Owner.

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

(8) INSERT a NEW PARAGRAPH to the end of the DECLARATION ARTICLE entitled "ASSESSMENTS and LIENS," SECTION 5(c). Said new addition, to be added on Page 22 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

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

(9) INSERT a NEW PARAGRAPH to the end of the DECLARATION ARTICLE entitled "PURPOSES; RESTRICTIONS," SECTION 2(g). Said new addition, to be added on Page 5 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674 , is as follows:

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 Unit, or the owner of the Unit. The Association, as the Unit Owner's agent, will bring such action in the name of the Unit Owner(s). In addition to any procedures required by State law, the Association will give the Unit 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 Unit Owner(s) and the subject of a special individual Unit assessment against the offending Unit Owner and made a lien against that Unit.

(10) INSERT a NEW PARAGRAPH to the end of the DECLARATION ARTICLE entitled "ASSESSMENTS AND ASSESSMENT LIENS," SECTION 1. Said new addition, to be added on Page 20 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

The Association will credit payments made by a Unit 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 Unit Owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.

(11) MODIFY BYLAWS ARTICLE entitled "BOARD OF TRUSTEES (BOARD OF MANAGERS)," SECTION 12(g). Said modification, to be made on Page 31 of the Bylaws, attached to and made part of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

(g) suspend the voting rights and the right to use the recreational facilities of a Unit Owner and occupant during any period in which ~~such~~ the Unit Owner ~~shall be~~ is in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium documents);

(12) INSERT a NEW THIRD PARAGRAPH to the end of the DECLARATION ARTICLE entitled, "ASSESSMENTS AND ASSESSMENT LIENS," SECTION 3(c). Said new addition, to be added on Page 22 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674 is as follows:

The Board may impose reasonable charges to the Unit 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 assessments.

(13) INSERT a NEW SECTION 2(t) entitled "Owner/Resident Information to the DECLARATION ARTICLE entitled "PURPOSES; RESTRICTIONS." Said new addition, to be added on Page 8 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

(t) Owner/Resident Information. Each Unit Owner must, within 30 days of the recording of this Amendment or within 30 days of title transferring to the Unit Owner, provide to the Association the Unit 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 Unit as

an agent of that Unit Owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

(14) INSERT a NEW PARAGRAPH to the end of the BYLAWS ARTICLE entitled "BOOKS AND RECORDS." Said addition, to be made on Page 33 of the Bylaws, attached to and made part of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

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 Unit Owners;

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

(15) INSERT A NEW PARAGRAPH to the end of the BYLAWS ARTICLE entitled "BOARD OF TRUSTEES: (BOARD OF MANAGERS)," SECTION 2. Said addition, to be made on Page 30 of the Bylaws, attached to and made part of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

Each Director must be a Unit Owner or 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.

(16) INSERT a NEW PARAGRAPH to the end of the BYLAWS ARTICLE entitled "BOARD OF TRUSTEES (BOARD OF MANAGERS)," SECTION 9. Said new addition, to be added on Page 31 of the Bylaws, Attached to and made part of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

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. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

(17) DELETE BYLAWS, SECTION entitled, "AMENDMENTS" in its entirety. Said deletion to be taken from Page 34 of the Bylaws, attached to and made a part of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674.

NEW BYLAWS, SECTION entitled, "AMENDMENTS". Said new addition, to be added on Page \_ of the Bylaws, attached to and made part of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

No modification of or amendment to the Bylaws is valid unless it is set forth in an amendment to the Declaration, and the amendment to the Declaration is filed for record. Except as otherwise provided elsewhere in the Declaration and Bylaws, an amendment to the Bylaws requires the affirmative vote of unit owners exercising not less than seventy-five percent of the voting power.

(18) INSERT A NEW PARAGRAPH (c) to the end of the DECLARATION ARTICLE entitled "AMENDMENTS," SECTION 1. Said new addition, to be added on Page 25 of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674 , is as follows:

(c) Notwithstanding the above, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(i) 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;

- (ii) To meet the requirements of insurance underwriters;
- (iii) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);
- (iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or
- (v) 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.

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.

(19) INSERT a NEW PARAGRAPH (l) to the BYLAWS ARTICLE entitled "BOARD OF TRUSTEES: (BOARD OF MANAGERS)," SECTION 12. Said new addition to be added on Page 32 of the Bylaws, Attached to and made part of the Declaration, as recorded at Stark County Records, Instrument No. 200508220055674, is as follows:

- (l) In addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:
  - (i) 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;
  - (ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, 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 and relates to matters affecting the Condominium Property;

(iii) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(iv) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(v) Grant easements, leases, licenses, and concessions through or over the Common Elements;

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

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

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

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

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 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 Beau Chemin Condominium Association, Inc. has caused the execution of this instrument this 1<sup>st</sup> day of June, 2020.

BEAU CHEMIN CONDOMINIUM ASSOCIATION, INC.

By: Elvin R. Schloneger  
ELVIN R. SCHLONEGER, its President

By: Rozanne Linder  
ROZANNE LINDER, its Secretary


STATE OF OHIO                    )  
  )     SS  
COUNTY OF STARK            )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Beau Chemin Condominium Association, Inc., 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 said corporation and the free act and deed of them personally and as such officer/officers.

I have set my hand and official seal this 1<sup>st</sup> day of June, 2020.

Karen M. Miller  
NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:  
KAMAN & CUSIMANO, LLC.  
Attorneys at Law  
50 Public Square, Suite 2000  
Cleveland, Ohio 44113  
(216) 696-0650  
ohiocondolaw.com

