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Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2016-00039752

NO TRANSFER
09:20am JULY 28, 2016
KARL L. KEITH, COUNTY AUDITOR

AMENDMENTS TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
DEER RUN CONDOMINIUM 13

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEER RUN CONDOMINIUM RECORDED AT INSTRUMENT NO. SP-1-09-042180 OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 178, PAGE 54 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

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AMENDMENTS TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
DEER RUN CONDOMINIUM

WHEREAS, the Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium (the "Declaration") and the Bylaws of Deer Run Owners Association (the "Bylaws"), Exhibit E the Declaration, were recorded at Montgomery County Records, Instrument No. SP-I-09-042180, and

WHEREAS, the Deer Run Owners Association (the "Association") is a corporation consisting of all Unit Owners in Deer Run Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XIX authorizes amendments to the Declaration and Bylaws Article XIII authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 77.83% of the Association's voting power as of June 9, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 77.83% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 81.95% of the Association's voting power as of June 9, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 81.95% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 75.77% of the Association's voting power as of June 9, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.77% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 80.41% of the Association's voting power as of June 9, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80.41% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Deer Run Condominium is amended by the following:

AMENDMENT A

INSERT A NEW DECLARATION ARTICLE XI, SECTION A, PARAGRAPH 3, ITEM a, SUBSECTION (vii). Said modification, to be made on Page 24 of the Declaration, as recorded at Montgomery County Records, Instrument No. SP-1-09-042180, is as follows:

- (vii) In addition to the purposes and authority outlined above, the Board may budget, levy, and expend assessments in the amount of not more than .1% (1/10%) of the Association's annual operating budget on social events, gatherings, outings, and/or activities that are all primarily intended for the benefit and welfare of the Owners (collectively hereinafter referred to as "Social Activities"), subject to the following provisions:

- 1) The Board, in its sole discretion and authority, may define the types of Social Activities that assessments may be permitted, budgeted, and expended on, provided that any Social Activities comply with all the provisions of this Section. Social Activities that the Board may permit, budget, and expend assessments on includes, but are not limited to, holiday parties and community picnics;
- 2) The Board may not permit, budget, levy, or expend more than .1% percent of the annual operating budget on Social Activities, or levy a special assessment for Social Activities, without the prior consent of Owners exercising not less than a majority of the Association's voting power;
- 3) All Social Activities must be open to or apply to all Owners, Occupants, and/or residents;
- 4) The Board is not permitted to levy or expend assessments on alcohol, including but not limited to beer, wine, and/or spirits; and,
- 5) Any Owners, Occupants, and residents, and all of their respective successors and assigns, hereby release, indemnify, and agree to defend the Association, and its Board members, owners, agents, and/or employees, from and against any and all liabilities and/or claims for any damages, losses, or injuries (including death) of any nature or kind, that may result from, arise, or relate to Social Activities permitted, budgeted, or expended by the Board pursuant to this Section.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting .1% of the annual operation budget on assessments for social activities. The invalidity of any part of the above provision shall 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 Owner of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE IX, SECTION N entitled, "Garage/Estate Sales." Said new addition, to be added on Page 21 of the Declaration, as recorded at Montgomery County Records, Instrument No. SP-1-09-042180, is as follows:

- N. Garage/Estate Sales. Garage/estate sales are permitted in accordance with the following restrictions and any other the rules adopted by the Board of Directors:
- (a) Each Unit Owner is permitted to have one garage and estate sale during the entirety of the time said Unit Owner has title to the unit. In other words, a once a Unit Owner has a garage sale or estate sale, said Unit Owner is prohibited from having another garage sale or estate sale, as long as said Unit Owner owns the unit.
 - (b) Unit Owner must submit written request to hold a garage sale or estate sale, and along with said request submit proof of liability insurance in the amount of \$500,000.00 to the Board, and the Board will approve or disapprove in writing within 30 days of receipt of request. A Unit Owner must not have a garage sale or estate sale without the Board's prior, written consent.
 - (c) Unit Owner must comply with all City of Centerville ordinance(s).
 - (d) Any garage or estate sale must not exceed three consecutive sale days.

- (e) A limit of one sign advertising the garage or estate sale is permitted at the entry of the Condominium Property and the Board has the right to limit the size, location, and time for removal of the signs.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting one garage sale and one estate sale. 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 Owners of record at the time of such filing have standing to contest the validity of this amendment, 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 amendment.

AMENDMENT C

DELETE DECLARATION ARTICLE VII, SECTION C, PARAGRAPH 3 entitled, "Rental," in its entirety. Said deletion to be taken from Page 13 of the Declaration, as recorded at Montgomery County Records, Instrument No. SP-1-09-042180.

INSERT a new DECLARATION ARTICLE VII, SECTION C, PARAGRAPH 3 entitled, "Leasing of Units." Said new addition, to be added on Page 13 of the Declaration, as recorded at Montgomery County Records, Instrument No. SP-1-09-042180, is as follows:

- 3. Leasing of Units. No Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of resident Unit Owners, subject to the following:
 - a. This restriction does not apply to:
 - 1. Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or,

2. any Unit Owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Montgomery County Recorder's Office, and who has registered his/her Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"), said Unit Owner(s) can continue to enjoy the privilege of leasing that Unit until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner(s), at which time the Unit will no longer be classified as a Grandfathered Unit.
- b. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner(s) has the right to lease his/her Unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.
 - c. In no event can a Unit be rented or leased by the Unit Owner(s) for transient purposes, which is defined to mean a rental for any period less than six full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.
 - d. In addition, the Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of

any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

- e. Any land contract for the sale of a Unit must be recorded with the Montgomery County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.
- f. All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When a Unit Owner leases his/her Unit, the Unit Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her Unit and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.
- g. In accordance with Ohio law, 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 Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner(s)'s agent, 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 ten 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 Assessment against the offending Unit Owner and made a lien against that Unit.
- h. The Board may adopt and enforce rules and/or definitions in furtherance, but not in contradiction of the

above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Paragraph 3 and in furtherance of the preservation of Deer Run as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Paragraph 3

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing 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 such filing have standing to contest the validity of the amendment, 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 amendment.

AMENDMENT D

DELETE DECLARATION ARTICLE IX, SECTION A entitled, "Animals," in its entirety. Said deletion to be taken from Page 19 of the Declaration, as recorded at Montgomery County Records, Instrument No. SP-1-09-042180.

INSERT a new DECLARATION ARTICLE IX, SECTION A entitled, "Animals and Pets." Said new addition, to be added on Page 19 of the Declaration, as recorded at Montgomery County Records, Instrument No. SP-1-09-042180, is as follows:

- A. Animals and Pets. Except as expressly provided for below, animals and pets (including rabbits, livestock, reptiles, fowl, poultry, or any other animals of any kind) are prohibited from

being raised, bred, or kept in any Unit or in the Common Elements:

1. A Unit Owner or Occupant may keep dogs (excluding, however, any Prohibited Dog, vicious dog, nuisance dog or dangerous dog as each is further defined below), cats, and/or other domestic, household pets (as defined by the Board), provided that the number of permitted pets will not exceed a total of three pets in each Unit (however, no more than two dogs may be kept in each Unit), and, provided further that any permitted pet complies with the restrictions contained in this Section A.
2. The keeping of any permitted pet is subject to any rules and regulations the Board adopts.
3. No permitted pet at any time may be kept, bred, or maintained for any commercial purpose.
4. Any permitted pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property subject to these restrictions on three days written notice from the Board.
5. A permitted pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property.
6. The term "household pet" does not include "exotic" animals as the Board defines and determines from time to time, including, but not limited to any pigs, snakes or other reptiles, exotic breeds, or wild hybrids.
7. No Rottweiler, Presa Canario, any dog commonly known as a pit bull, Bull Terrier, Staffordshire Terrier, American Staffordshire Terrier, German Shepard,

Doberman Pinscher, Chow Chow, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

8. Any "exotic" animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is "grandfathered" and permitted to remain on the Condominium Property, provided that said "exotic" animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this amendment, until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Unit Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

9. A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. A "nuisance dog" means a dog that without provocation and while off the premises of its owner, keeper, or harbored has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person. A "dangerous dog" means a dog that, without provocation has done any of the following: (i) cause injury, other than killing or serious injury, to any person; (ii) killed another dog; (iii) been the subject of a third or subsequent violation of division (c) of Section 955.22 of the Revised Code. Upon the Board's determination that a given dog is a vicious dog, a nuisance dog or a dangerous dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets. 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 such filing have standing to contest the validity of the amendment, 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 amendment.

The Deer Run Owners Association has caused the execution of this instrument this 22 day of July, 2016.

DEER RUN OWNERS ASSOCIATION

By: *Shirley Nixon*
SHIRLEY NIXON, its President
President

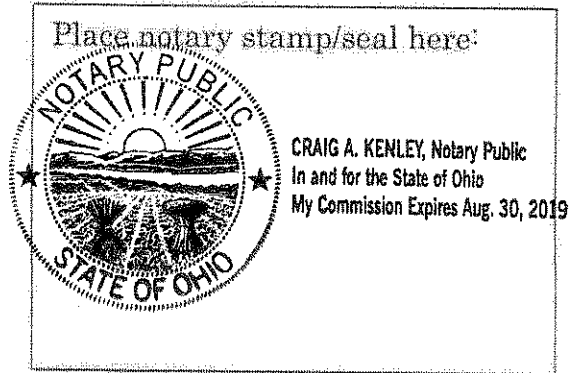
By: *Mark J. Averitt*
MARK AVERITT, its Secretary
Secretary

STATE OF OHIO)
)
) SS
COUNTY OF Montgomery)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Deer Run Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 12 of 13, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Montgomery, Ohio, this 22 day of July, 2016.

Craig A. Kenley
NOTARY PUBLIC



This instrument prepared by:
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