

TRANSFER
NOT NECESSARY

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CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



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Terry J. Brown
Franklin County Recorder

AMENDMENT TO THE
DECLARATION OF
THE MEWS CONDOMINIUM AT MUIRFIELD

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
THE MEWS CONDOMINIUM AT MUIRFIELD RECORDED AT VOLUME
3566, PAGE 757 ET SEQ. OF THE FRANKLIN COUNTY RECORDS.

**AMENDMENT TO THE
DECLARATION OF
THE MEWS CONDOMINIUM AT MUIRFIELD**

WHEREAS, the Declaration of The Mews Condominium at Muirfield (the "Declaration") was recorded at Franklin County Records Volume 3566, Page 757 et seq., and

WHEREAS, The Mews Condominium at Muirfield Unit Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Mews Condominium at Muirfield and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article 13 authorizes amendments to the Declaration, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Unit Owners was held on or about November 13, 2012, and, at such meeting and any adjournment thereof, Unit Owners representing not less than 75% of the Association's voting power executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 78% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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

NOW THEREFORE, the Declaration of The Mews Condominium at Muirfield is hereby amended by the following:

OCCUPANCY RESTRICTION

INSERT a new DECLARATION ARTICLE 3(i). Said new addition, to be added on Page 3 of the Declaration, as recorded at Franklin County Records, Volume 3566, Page 757 et seq., is as follows:

- (i) A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

COST OF COLLECTION AND ENFORCEMENT

INSERT a new 3rd PARAGRAPH to DECLARATION ARTICLE 14. Said new addition, to be added on Page 11 of the Declaration, as recorded at Franklin County Records, Volume 3566, Page 757 et seq., is as follows:

The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the Association is responsible to maintain. Said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs and

expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or rules and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien on the estate or interest of said Unit Owner as further explained and set forth in Ohio Revised Code Section 5311.18 or its successor statute.

INSERT a new DECLARATION ARTICLE 17. Said new addition, to be added on Page 11 of the Declaration, as recorded at Franklin County Records, Volume 3566, Page 757 et seq., is as follows:

17 A Unit Owner, who fails to pay any assessment(s) within 10 days after same have become due and payable, shall be liable for any late charges as established by the Board and for any and all costs and expenses incurred by the Association, including reasonable attorneys' fees, recording costs, title reports, and/or court costs, in connection with the collection of said Unit Owner's account, and/or in any action in which the Association is named as a party by any mortgagee, or other creditor of said Unit Owner.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the restriction unit occupancy and the cost of collection and cost of enforcement. 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 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.

