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Bryan A. Long Licking County Recorder

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
REDDINGTON VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR REDDINGTON VILLAGE CONDOMINIUM
RECORDED AT INSTRUMENT NO. 200410110036734 OF THE LICKING COUNTY
RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
REDDINGTON VILLAGE CONDOMINIUM

RECITALS

- A.** The Declaration of Condominium Ownership for Reddington Village Condominium (the "Declaration") was recorded at Licking County Records, Instrument No. 200410110036734.
- B.** The Reddington Village Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Reddington Village Condominium and as such is the representative of all Unit Owners.
- C.** Declaration Article XI(A) authorizes amendments to the Declaration.
- D.** Unit Owners representing at least 75 percent of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").
- E.** As of March 5, 2024, Unit Owners representing 75.61 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.
- F.** Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail to all mortgagee having bona fide liens against a Unit on the records of the Association and all Unit Owners once the Amendment is recorded with the Licking County Recorder's Office and that Unit Owners representing at least 75 percent of the Association's voting power affirmatively approved the Amendment, in writing.
- G.** Attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment.
- H.** The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, in all material respects.

AMENDMENT

The Declaration of Condominium Ownership for Reddington Village Condominium is amended by the following:

AMENDMENT

INSERT a new DECLARATION ARTICLE VII(R). Said new addition to the Declaration is:

(R) The individual Unit Owner is responsible for insuring, maintaining, repairing, and replacing any exterior construction, addition, expansion, alteration, or other improvement made to, or installed on, the Limited Common Elements or the Common Elements (including but not limited to any patio, deck, or other exterior areas adjacent to each Unit) by the Unit Owner or any prior Unit Owner of the Unit Owner's Unit (these improvements are referred to in this Section as "Improvements"). Improvements are subject to the following restrictions:

(1) Any Improvement modified, constructed, or installed prior to the recording of this Amendment with the Licking County Recorder's Office is exempt and permitted to remain on the Condominium Property, and is subject to all of the requirements in this Article VII(R).

(2) At no time will the Unit Owner seek any compensation or contribution from the Association for the cost of modifying, installing, constructing, maintaining, repairing, replacing or insuring any part of any addition, expansion, alteration, or improvement made to or installed on any Improvement.

(3) The modification, construction, or installation of any Improvement is prohibited without the Board's prior, written consent. The Board may adopt specifications and guidelines for the modification, construction, or installation of any Improvement as it determines reasonably necessary to protect the Association. The Unit Owner must submit to the Board an architectural drawing which must be strictly followed in modifying, constructing or installing the Improvement. Once the drawing or plan is approved by the Board, no deviation from the approved

modification, construction, or installation plan is permitted without the Board's additional written consent.

(4) No modification, construction, installation, maintenance, or major repair or replacement work will commence until the Unit Owner has obtained all of the necessary permits and approvals from the required governmental authorities.

(5) All modifications, construction, or installation maintenance, and repair work must be in accordance with all applicable zoning, building, and fire codes as well as in strict accordance with the manufacturer's specifications.

(6) Unless the Board agrees otherwise, any Improvement must be repaired, modified, constructed or installed by a professional, licensed, and insured contractor who will carry workers' compensation insurance and liability insurance. Proof of the insurance will be provided to the Association within 30 days of a written request from Association. As between the Association and the Unit Owner, the Unit Owner is fully responsible and liable for any injuries and damages to any contractor the Unit Owner retains or for any injuries and damages caused by, related to, or arising from the work of any contractor the Unit Owner retains.

(7) The Unit Owner agrees to indemnify, hold harmless, and defend the Association, its Board, managing agent, and other Unit Owners, against all liabilities, claims, or damages for property damage or bodily injury as well as against all claims, actions, and liabilities that may arise out of or relate to the modification, construction, installation, use, maintenance, repair, or replacement of the Improvement.

(8) The Unit Owner is responsible for any damage to the Common Elements arising from the maintenance, repair, replacement, modification, construction or installation of an Improvement.

(9) The Association's liability, if any, for damage caused to the Improvement, in whole or in part, including, but not limited to, possible damage caused by its removal to effectuate the

maintenance, repair, or replacement of the Common Elements, is limited to damage caused by the willful misconduct or reckless acts of the Association. In no event will the Association's liability for any damage exceed the actual cash value of the Improvement as it existed immediately prior to any damage being incurred.

(10) If any part of the Improvement needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair, or replacement of the Condominium Property for which it is responsible, the Unit Owner will temporarily remove the required portion of the Improvement as the Association requires, at the Unit Owner's expense, within 30 days of the date of the Association's written notice, except in the case of an emergency when either the Association or the Unit Owner will immediately remove the Improvement, at Unit Owner's expense, as circumstances dictate. The temporary removal will continue until the Association notifies the Unit Owner that the maintenance, repair, or replacement work is complete. Upon the receipt of the notice of completion of work, the Unit Owner may re-install the Improvement in its original location provided the re-installation fully complies with all terms and conditions of any warranty or guaranty held by the Association on or concerning the Common Elements or any component thereof and that it fully complies with Declaration Article VII(O), above and this Article VII(R), as amended, and any specifications and guidelines adopted in accordance therewith.

(11) In the event of any uncertainty or good faith dispute as to whether any part of the work proposed by the Unit Owner is an Improvement that the Unit Owner is responsible for, the decision of the Board will be final, provided that the decision must be consistently followed in the future.

(12) An easement to use, maintain, repair, and replace, in accordance with this Section, any Improvement existing as of the date of this Amendment is granted over the portion of the Condominium Property on which the Improvement is located as well as the portion of the Condominium Property reasonably necessary to access the Improvement. Upon receipt of the Board's written approval to construct or install an Improvement after the

date of this Amendment, an easement is created and granted to the Unit Owner to use, maintain, repair, and replace, in accordance with this Section, the Improvement over the portion of the Condominium Property on which the Improvement is located as well as the portion of the Condominium Property reasonably necessary to access the Improvement.

MODIFY the LAST SENTENCE of DECLARATION ARTICLE II, SECTION (C)(2)(a) TO ADD. Said modification to the Declaration is: (new language is underlined):

Each Unit Owner is also responsible for the maintenance, repair, and replacement of the driveway serving their Unit and all Improvements made by the Unit Owners or a prior Unit Owner of the Unit in accordance with Declaration Article VII(R), as amended.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above terms, conditions, restrictions, and requirements for additions, expansions, alterations, or improvements made to or installed on the Limited Common Elements, Common Elements, or areas adjacent to the Unit, including the grant of easement for the Improvement(s). 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 the filing have standing to contest the validity of these amendments, whether on procedural, substantive, or any other grounds, provided further that any challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Reddington Village Condominium Owners' Association, Inc. has caused the execution of this instrument this 22 day of March, 2024.

REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Loretta Frenton
LORRETTA FRENTON, President

By: Susan Grindrod
SUSAN GRINDROD, Secretary

STATE OF OHIO)
COUNTY OF Licking) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Reddington Village Condominium Owners' 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 the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 22nd day of March, 2024.

Caroline A
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

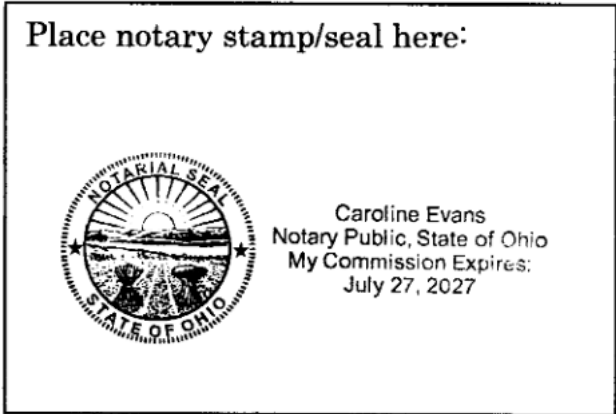


EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Licking) SS

LORRETTA FRENTON, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Reddington Village Condominium Owners' Association, Inc.
2. She will cause copies of the Amendment to the Declaration to be mailed by certified mail to Unit Owners having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendment is recorded with the Licking County Recorder's Office.
3. The Association received the signed, written consents of Unit Owners representing 75 percent of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XI(A) and caused such signed, written consents to be filed with the corporate records for Reddington Village Condominium Owners' Association, Inc.



LORRETTA FRENTON, President

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named **LORRETTA FRENTON** who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 22nd day of March, 2024.


NOTARY PUBLIC

Place notary stamp/seal here:



Caroline Evans
Notary Public, State of Ohio
My Commission Expires:
July 27, 2027

EXHIBIT B

CERTIFICATION OF SECRETARY

SUSAN GRINDROD, the duly elected and acting Secretary of the Reddington Village Condominium Owners' Association, Inc., certifies there are no, as the term is used in Declaration Article XI, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a first mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendment.

Susan Grindrod
SUSAN GRINDROD, Secretary


STATE OF OHIO)
COUNTY OF Licking) SS

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named SUSAN GRINDROD who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 22nd day of March, 2024.

Caroline C
NOTARY PUBLIC

Place notary stamp/seal here:



Caroline Evans
Notary Public, State of Ohio
My Commission Expires:
July 27, 2027