



More Than Just Property Management

**COMMERCIAL
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REALTORS**

PROPERTY SERVICES
1515 Bethel Road, Suite 201
Columbus, Ohio 43220

December 1, 2008

**All Owners
Reddington Village
Newark, Ohio 43055**

Re: Declaration and Bylaw Amendment Update

Included in this envelope are the Declaration and Bylaw Amendments that were made this year. Please file both of these Amendments with your Declarations and Bylaws, and remember to transfer them to new unit owners in the future.

The first set of Amendments ties your current Declarations and Bylaws to the new condo laws, HB 135. It is an effort to strengthen your current Declarations and Bylaws legally.

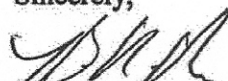
The second set of Amendments sets forth some new guidelines being the following:

1. The Association may now assess all costs incurred to collect a delinquent account and/or enforce rules back to the delinquent/violating unit owner.
2. As of the date the Amendment was recorded, notices from the Association to owner may be sent by regular U.S. mail.
3. Under the Ohio Revised Code Section 2950.11 the sheriff must notify either the individual owners or the Association of a Tier III sexual offender. If the Management Company and/or Association receive such notification, the Association should photocopy the notice and distribute same to all residents. By informing the residents of the presence of a Tier III sexual offender, the Board is allowing the residents to take individual precautions that they deem appropriate until the Association can initiate action to have the Tier III sexual offender removed from the property.
4. Lastly, beginning in 2009, the annual meeting will no longer be held in January but instead sometime during the months of April, May, or June.

Should you have any questions please call me.

Other numbers:

Sincerely,


Brian K. Nease
Property Manager

614-442-4448 Direct
614-604-3398 Mobile
740-344-4226 Home



200811030023981

Pgs: 9 \$88.00 T20080022965
11/03/2008 1:41PM MEKAMAN & CU
Bryan A. Long
Licking County Recorder

AMENDMENTS 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.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
REDDINGTON VILLAGE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Reddington Village Condominium (the "Declaration") and the Bylaws of Reddington Village Condominium Unit Owners' Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Licking County Records Instrument No. 200410110036734, and

WHEREAS, the Reddington Village condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Reddington Village and as such is the representative of all Unit Owners, and

WHEREAS, Article XI(A) of said Declaration authorizes amendments to the Declaration and Bylaws Article VII, Section 10 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's 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 Amendments A, B, C, and D signed by Unit Owners representing 76.7%, 75.5%, 76.7%, and 77.9%, respectively, of the Association's voting power as of August 11, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.7%, 75.5%, 76.7%, and 77.9% respectively, of the Association's voting power authorizing the Association's officers to execute Amendments A, B, C, and D on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed or hand delivered to all unit owners and all first mortgagees on the records of the Association once the Amendments are recorded with the Licking County Recorder's Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendments, in writing, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, 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 Condominium Ownership for Reddington Village Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE V(I) entitled, "Cost of Collection." Said new addition, to be added on Page 18 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(I) Cost of Collection. A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs and expenses incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new DECLARATION ARTICLE IX(D) entitled, "Cost of Enforcement." Said new addition, to be added on Page 27 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(D) Cost of Enforcement. 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 and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, 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 upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article V(D).

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the 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

DELETE DECLARATION ARTICLE XVII entitled, "Notices," in its entirety. Said deletion to be taken from Page 36 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734.

INSERT a new DECLARATION ARTICLE XVII entitled, "Notices." Said new addition, to be added on Page 36 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(I) Notices. All notices required or permitted hereunder, and under the Bylaws, to the Association or the Board of Directors, shall be in writing and shall be sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Condominium Property or to such other address as the Board of Directors may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to such Unit Owner's Unit address or to such other address as may be designated by him/her from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any occupant of a Unit other than a Unit Owner shall effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Unit address.

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the 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 C

INSERT a new DECLARATION ARTICLE VII(Q) entitled, "Occupancy Restriction." Said new addition, to be added on Page 25 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(Q) Occupancy Restriction. 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 shall not, however, be 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.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the 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 D

DELETE BYLAWS ARTICLE I, SECTION 6(C) entitled, "Annual Meeting," in its entirety. Said deletion to be taken from Pages 2-3 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734.

INSERT a new BYLAWS ARTICLE I, SECTION 6(C) entitled, "Annual Meeting." Said new addition, to be added on Pages 2-3_ of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(C) Annual Meeting.

The annual meeting of members of the Association for the election of members of the Board of Directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at such time and at such place as may be designated by the Board and specified in the notice of such meeting. The annual election meeting shall be held in the second quarter of each calendar year.

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment changing the time for holding the annual meeting. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the 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.

IN WITNESS WHEREOF, the said Reddington Village Condominium Owners' Association, Inc. has caused the execution of this instrument this 3 day of OCTOBER, 2008.

REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Sally Mouawad
SALLY MOUAWAD, its President

By: Laura Kocher
LAURA KOCHER, its Secretary

STATE OF OHIO)
) SS
COUNTY OF WICKING)

BEFORE ME, a Notary Public, in and for said 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, on Page 7 of 9, 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 GRANVILLE, Ohio, this 3 day of OCTOBER, 2008.



KAREN K. HABEGGER
Notary Public, State of Ohio
My Commission Expires
July 4, 2012

Karen K. Habegger
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC., Attorneys at Law
338 South High Street, #112
Columbus, Ohio 43215
(614) 255-2035

EXHIBIT A


AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF WICKING)

SS

SALLY MOUAWAD, 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 caused copies of the Amendments to the Declaration to be mailed or hand delivered to all first mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. The Association received the signed, written consents of Unit Owners representing 75% of the Association's voting power in favor of the Amendments 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.
4. Further affiant sayeth naught.


SALLY MOUAWAD, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in GRANVILLE, Ohio, this 3 day of OCTOBER, 2008.



KAREN K. HABEGGER
Notary Public, State of Ohio
My Commission Expires
July 4, 2012


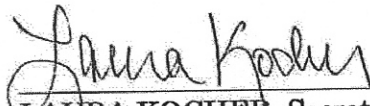

NOTARY PUBLIC

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Reddington Village Condominium Owners' Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendments to the Declaration.

NONE



LAURA KOCHER, Secretary

STATE OF OHIO)
)
COUNTY OF LICKING)


SS

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in GRANVILLE, Ohio, this 3 day of OCTOBER, 2008.



KAREN K. HABEGGER
Notary Public, State of Ohio
My Commission Expires
July 4, 2012



NOTARY PUBLIC



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05/22/2008 9:53AM MEPKAMAN & CU
Bryan A. Long
Licking County Recorder

AMENDMENTS 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.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
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WHEREAS, the Declaration of Condominium Ownership for Reddington Village Condominium (the "Declaration") and the Bylaws of Reddington Village Condominium Unit Owners' Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Licking County Records Instrument No. 200410110036734, and

WHEREAS, Section 5311.05(E)(1) of the Ohio Revised Code, as amended on July 20, 2004, authorizes the Board of Directors, without a vote of the Owners, to amend the Declaration "to bring the Declaration in compliance with this Chapter," and

WHEREAS, the Board of Directors approved the following matters to be modified (the "Amendments") in order to bring the Declaration into compliance with Ohio Revised Code Chapter 5311, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Reddington Village Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Reddington Village Condominium is hereby 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" shall be 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" shall be replaced with the term "Limited Common Elements."
- (3) DELETE DECLARATION ARTICLE IV(C), entitled "Service of Process," in its entirety. Said deletion is to be made on Page 16 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734

INSERT a new DECLARATION ARTICLE IX(C), entitled "Service of Process." Said addition, to be made on Page 16 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(C) Service of Process. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

(4) INSERT a new DECLARATION ARTICLE IX(C), entitled "Enforcement Assessments." Said new addition, to be added on Page 27 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(C) Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of Assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), 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.

(5) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE V(D), entitled "Lien of Association." Said new addition, to be added on Page 17 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), 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.

(6) INSERT a new 2nd PARAGRAPH to the end of DECLARATION ARTICLE XV(B), entitled "Rental of Units." Said new addition, to be added on Page 34 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's Agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

(7) INSERT a new 4th PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 1, entitled "Payment of Assessments." Said new addition, to be added on Page 13 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.

(8) INSERT a new 2nd PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 4, entitled "Special Services." Said new addition, to be added on Page 12 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

In accordance with Ohio Revised Code Section 5311.081(B)(15), 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 and/or resale documentation, and/or statements of unpaid Assessments.

(9) INSERT a new DECLARATION ARTICLE VII(P), entitled "Owner/Resident Information." Said new addition, to be added on Page 25 of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(P) Owner/Resident Information. In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or 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 Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(10) INSERT a new 2nd SENTENCE to the end of BYLAWS ARTICLE II, SECTION 8, entitled "Regular Meetings." Said new addition, to be added on Page 6 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

In accordance with Ohio Revised Code Section 5311.08(A)(4)(a), any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate and respond to every other Board member.

(11) INSERT a new SENTENCE to the end of BYLAWS ARTICLE V, SECTION 2, entitled "Preparation of Estimated Budget." Said new addition, to be added on Page 14 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

In accordance with Ohio Revised Code Section 5311.21, 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.

(12) INSERT a new PARAGRAPH (I) to BYLAWS ARTICLE II, SECTION 11, entitled "Powers and Duties." Said new addition to be added on Page 8 of the Bylaws, Exhibit C of the Declaration, as recorded at Licking County Records, Instrument No. 200410110036734, is as follows:

(I) In accordance with Ohio Revised Code Section 5311.081(B), in addition to all other powers enumerated herein, the Board may exercise all powers of the Association, including the power to do the following:

(1) 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;

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

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

(4) 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;

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

(13) Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Unit Owners of record at the time of such filing shall have standing to contest the validity of these amendments, 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 amendments.

IN WITNESS WHEREOF, the said Reddington Village Condominium Owners' Association, Inc. has caused the execution of this instrument this 8th day of May, 2008.

REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Sally Mouawad President
SALLY MOUAWAD, its President

STATE OF OHIO)
)
COUNTY OF LICKING) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Reddington Village Condominium Owners' Association, Inc., by Sally Mouawad, its President, who acknowledged that she did sign the foregoing instrument, on Page 7 of 7, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in GRANVILLE, Ohio, this 8 day of May, 2008.



KAREN K. HABEGGER
Notary Public, State of Ohio
My Commission Expires
July 4, 2012

Karen K. Habegger
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
338 South High Street, #112
Columbus, Ohio 43215
(614) 255-2035