

CUYAHOGA COUNTY  
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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
MACINTOSH FARMS CONDOMINIUM NO. 2

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR MACINTOSH FARMS CONDOMINIUM  
NO. 2 RECORDED AT VOLUME 95-02546, PAGE 53 ET SEQ. OF THE  
CUYAHOGA COUNTY RECORDS.

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**MACINTOSH FARMS CONDOMINIUM NO. 2**

**WHEREAS**, the Declaration of Condominium Ownership for Macintosh Farms Condominium No. 2 (the "Declaration") was recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq., and

**WHEREAS**, the MacIntosh Farms Condominium No. 2 Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in MacIntosh Farms II Condominium and as such is the representative of all Unit Owners, and

**WHEREAS**, Declaration Article XII(A) authorizes amendments to the Declaration, and

**WHEREAS**, Unit Owners representing the Association's current voting power, have executed instruments in writing setting forth specifically the matter 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 79.215% of the Association's voting power as of November 14, 2017, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 79.215% 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 77.525% of the Association's voting power as of November 14, 2017, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 77.525% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

**WHEREAS**, 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 First Mortgagees and all Unit Owners on the records of the Association, and that Unit

Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, in writing, and

**WHEREAS**, 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 Amendments, 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 Macintosh Farms Condominium No. 2 is amended by the following:

**AMENDMENT A**

INSERT a new SENTENCE to DECLARATION ARTICLE II, SECTION (C)(1) entitled, "The Association." Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq., is as follows:

The Association is not responsible to maintain, repair, or replace the attic space serving the Units.

INSERT a new SENTENCE to DECLARATION ARTICLE II, SECTION (C)(2)(a). Said new addition, to be added on Page 13 of the Declaration, as recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq., is as follows:

The Unit Owner will also be responsible to maintain, repair, and replace the attic space serving the Unit, insulation originally installed within the attic and such additional insulation, if any, as the Board may determine is needed for the proper maintenance and/or functioning of the roof, and ventilation for the attic space.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment making the Unit Owner responsible for the maintenance, repair, and replacement of the attic space serving the Unit. 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 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 this amendment.

#### AMENDMENT B

MODIFY the 1<sup>st</sup> SENTENCE in DECLARATION ARTICLE VI, SECTION (A)(1)(c). Said modification, to be made on Page 24 of the Declaration, as recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq., is as follows (deleted language is crossed-out; new language is underlined):

such other risks (including flood insurance if such insurance is available) as from time totime customarily will ~~shall~~ be covered with respect to building similar to the Buildings in construction, location and use including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage, ~~subject to such deductible amounts as the Board shall determine, provided, however, such deductible amounts shall not exceed the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy amount.~~

INSERT a new DECLARATION ARTICLE VI, SECTION (A)(1)(d). Said new addition, to be added on Page 25 of the Declaration, as recorded at Cuyahoga County Records, Volume 95-02546, Page 53 et seq., is as follows:

(d) The Association's Property Insurance will include a reasonable deductible as determined by the Board. The Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party

incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) to the Unit Owner(s) of such Unit(s).

(i) Association's Responsibility for Damage. The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association is responsible for the cost of such loss or repairs to the extent not covered by Association or Unit Owner insurance policy, including any deductible amount.

(ii) Unit Owner's Responsibility for Damage. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor, or originates from the Owner's Unit, then, in any such case, the Unit Owner is responsible for the depreciated value of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any Association or Unit Owner insurance policy, including costs not paid for due to any insurance deductible amount.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this provision modifying the deductible requirements for the Association's insurance coverage. 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 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 this amendment.



EXHIBIT A

AFFIDAVIT

STATE OF OHIO )

COUNTY OF SUMMIT )

SS

PATRICIA M. WORTON, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the MacIntosh Farms Condominium No. 2 Owners' Association, Inc.
2. Copies of the Amendments have been mailed or hand delivered to all Unit Owners and first mortgagees of Units 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 at least 75% of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Article XII(A).

*Patricia M. Worton, President*  
 PATRICIA M. WORTON, President

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Sagamore Hills, Ohio, this 29<sup>th</sup> day of December, 2017.

*Nancy Anne Wang*  
 NOTARY PUBLIC

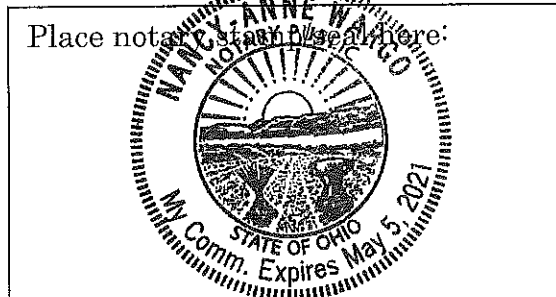


EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO )  
COUNTY OF SUMMIT ) SS

BEVERLY E. MULARCHIK, the duly elected and acting Secretary of the MacIntosh Farms Condominium No. 2 Owners' Association, Inc., certifies there are no first 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 therefore no mortgagees have consented to the Amendments.

*B. E. Mularchik, Secretary*  
BEVERLY E. MULARCHIK, Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Sagamore Hills, Ohio, this 29<sup>th</sup> day of December, 2017.

*Nancy Ann Wargo*  
NOTARY PUBLIC

