

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
HERITAGE GLEN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR HERITAGE GLEN CONDOMINIUM RECORDED AT OR 139, PAGE 663 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR HERITAGE GLEN CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

KRISTEN M. SCALISE CPA, CFE

DATED: 7-11-2019

BY: _____
FISCAL OFFICER

By: *Beverly Coble*

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
HERITAGE GLEN CONDOMINIUM

RECITALS

- A. The Declaration of Condominium Ownership for Heritage Glen Condominium (the "Declaration") and the Bylaws of Heritage Glen Condominium Association (the "Bylaws"), attached to and made a part the Declaration, were recorded at Summit County Records, OR 139, Page 663 et seq.
- B. The Heritage Glen Condominium Association (the "Association") is a corporation consisting of all Unit owners in Heritage Glen I Condominium and as such is the representative of all Unit owners.
- C. Declaration Article XVIII, Section 1 authorizes amendments to the Declaration.
- D. Unit owners representing at least 75 percent of the Association's current voting power, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").
- E. As of May 22, 2019, Unit owners representing 75 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 a certification of the Association's President and Secretary stating that the Amendment was duly adopted in accordance with the Declaration provisions in all material respects.
- G. 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 Heritage Glen Condominium is amended by the following:



DELETE DECLARATION ARTICLE XI entitled, "INSURANCE: LOSSES: BONDS," in its entirety. Said deletion to be taken from Pages 12-15 of the Declaration, as recorded at Summit County Records, OR 139, Page 663 et seq., and as amended at OR 293, Page 374 et seq.

DELETE DECLARATION ARTICLE XII entitled, "DAMAGE: RESTORATION: REHABILITATION AND RENEWAL," in its entirety. Said deletion to be taken from Pages 15-16 of the Declaration, as recorded at Summit County Records, OR 139, Page 663 et seq.

INSERT a new DECLARATION ARTICLE XI entitled, "INSURANCE AND RECONSTRUCTION." Said new addition, to be added to Page 12 of the Declaration, as recorded at Summit County Records, OR 139, Page 663 et seq., is as follows:

ARTICLE XI

INSURANCE AND RECONSTRUCTION

Section 1. Property Insurance

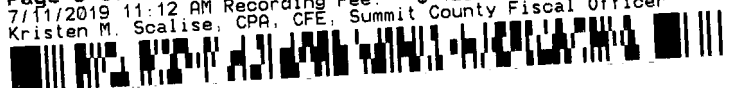
(a) Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section 1(e) below, on:

(1) the insurable improvements installed by the Declarant or the Association comprising the Common Elements, including the Limited Common Elements,

(2) the windows and doors located in the perimeter walls or roof of the Unit,

(3) structural components of the building located within the Unit, and

(4) all personal property owned by the Association and for which the Association is responsible.

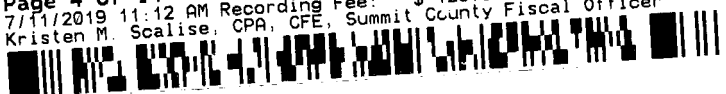


In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, which excludes the drywall itself (the drywall is a component of the individual Unit). This is commonly known as a "bare walls" Property Insurance policy.

(b) Risks to be Insured and Availability of Insurance. The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Summit County, Ohio. The amount of insurance purchased must be sufficient to cover 100 percent of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage. If the cost of 100 percent full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80 percent of the then current replacement value, less the deductible and with exclusions as provided for in this Section.

(c) Beneficiary Interests. Subject to the provisions of Section 1(d) below, all Association insurance is for the benefit of the Association, each of the Unit owners, and the holders of mortgages on the Units, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(d) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and

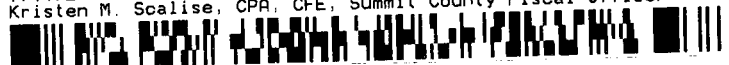


in the Association's best interests. A first mortgagee having an interest in a Unit that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(e) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section 1(f) below, 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, their assigned 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 Association's 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) in accordance with this Article XI.

(f) Responsibility for Damage.

(1) Association. 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, including any costs not paid due to any insurance deductible amount, to the extent not covered by



any Association or Unit owner insurance policy.

(2) Unit Owner. 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, then, in such case, the Unit owner is responsible for the depreciated value of such loss or repairs, including costs not paid for due to any insurance deductible amount, to the extent not paid for by (or should have been covered and paid for by) any Association or Unit owner insurance policy.

(g) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(h) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article XI, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Section 1(a) above, for less than all the Unit owners, the Association may levy a special assessment against only those Unit owners so requiring such additional insurance in an amount to be determined by the Board.

(i) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board so



determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, and such other endorsements as the Board so determines.

Section 2. Unit Owner Insurance. Except as is insured by the Association in accordance with Section 1(a) above, each Unit owner will insure all portions and components of the Unit from and including the Unit's drywall (attached to the perimeter or interior walls and ceilings of the Unit) in, including:

- (a) any wall coverings, paneling, or other finishing material applied to any wall or ceiling;
- (b) any finishing materials applied to the floors;
- (c) all interior Unit doors, including the frames;
- (d) all appliances, including built-in appliances, located within and serving only the Unit;
- (e) all utility lines and components located within the Unit and serving only the Unit or within the exterior walls of the Unit;
- (f) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit;
- (g) all kitchen and bathroom cabinets;
- (h) and, in addition, all betterments or improvements made by the Unit owner (or a prior owner of the Unit owner's Unit) wherever located on the Condominium Property.

Each Unit owner will also carry insurance on their Unit and the Unit's Limited Common Elements up to the amount of the Association's Property Insurance deductible for any components of the



Unit or Unit's Limited Common Elements (or both) that the Association insures. The property insurance carried by each Unit owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible of \$1,000.00 or other higher amount as the Board may from time to time determine and provide notice of to the Unit owners. Each Unit owner will file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Unit owner may further insure the personal contents of their Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Unit owner will also obtain insurance against liability for events arising or related to the Unit owner's Unit and Limited Common Elements.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section 1 above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Unit owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(b) In the event any damage to or destruction of the Common Elements renders 50 percent or more of the Units then comprised within the Condominium Property untenable, the



Unit owners may, by the vote of those entitled to exercise not less than 75 percent of the voting power, elect not to repair or restore such damaged part at a meeting that will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit owners. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, will be considered as one fund and will be distributed to all Unit owners in proportion to their respective percentages of interest in the Common Elements. No Unit owner, however, will receive any portion of their share of such proceeds until all liens and encumbrances on their Unit have been paid, released or discharged.

Section 4. Restoration of Buildings.

(a) Unless Unit owners elect not to restore the damaged property as provided for in Section 2(b) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common Elements the Association insures, as well as the doors and windows in the perimeter walls and ceilings of the Unit, substantially as such Elements existed immediately before the damage or destruction. However, the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, or both, will be determined by the Board.

(b) If the cost of the repair for the damages or destruction to the Common Elements, excluding the Limited Common Elements the Association insures, exceeds the amount of the insurance proceeds received, such excess may be provided



for either by means of a special assessment levied by the Board against all Unit owners or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(c) If the cost of repairs to the Common Elements and the Limited Common Elements the Association insures is less than the amount of such insurance proceeds the Association will retain the excess in either the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(d) If the cost of the repair for the damages or destruction to the Limited Common Elements the Association insures exceeds the amount any insurance proceeds the Association receives, such excess may be provided for by means of a special assessment levied by the Board against the Unit owner(s) having the exclusive use of such Limited Common Elements.

(e) After any damage to or destruction to components of their Unit and the Limited Common Elements the Unit owner insures if any, the Unit owner must restore same, including utilities serving the Unit, at the Unit owner's sole expense, to such minimum standards as the Board may at any time or from time to time, in its sole discretion, establish and will complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and Limited Common Element if any. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.



Section 5. Waiver of Subrogation. Each Unit owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article XI, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

INSERT a new DECLARATION ARTICLE XII entitled, "LIABILITY INSURANCE AND OTHER INSURANCE COVERAGE." Said new addition, to be added to Page 15 of the Declaration, as recorded at Summit County Records, OR 139, Page 663 et seq., is as follows:

ARTICLE XII

LIABILITY INSURANCE AND OTHER INSURANCE COVERAGE.

Section 1. The Association must insure itself, the Board, the Unit owners, and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements, including the Limited Common Elements, including water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than \$2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one Person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit owners as a group to a Unit owner. In the event the insurance effected by the Association on behalf of the Unit owners and Occupants against liability for personal



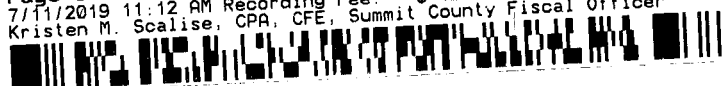
or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Unit owners, and any Unit owner who paid all or any portion of such deficiency in an amount exceeding their proportionate share thereof based on their percentage of interest in the Common Elements will have a right of contribution for the other Unit owners according to their respective percentages of interest in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

Section 2. The Association must carry worker's compensation insurance as required by law.

Section 3. The Association must carry fidelity coverage against dishonest acts of Person(s) handling Association funds.

Section 4. The Association may carry such other insurance as the Board may determine, including, errors and omissions insurance and liability insurance for Board members.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this revision of the Association's and Unit owners' property (casualty) insurance and public liability insurance, and other insurance coverage obligations, as well as property restoration responsibilities. 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 within the court of common pleas within one year of the recording of this amendment.



The Heritage Glen Condominium Association has caused the execution of this instrument this 15th day of July, 2019.

HERITAGE GLEN CONDOMINIUM ASSOCIATION

By: Judith Selvaggio
JUDITH SELVAGGIO, President

By: [Signature]
SHEILA J. PETERS, Secretary

STATE OF OHIO)
COUNTY OF Summit) SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Heritage Glen Condominium Association, 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 said 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 15th day of July, 2019.

Denise Lynn Bogucki
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

Place notary stamp/seal here:



Denise Lynn Bogucki
Resident Summit County
Notary Public, State of Ohio
My Commission Expires:
April 22, 2023

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
COUNTY OF Summit) SS

JUDITH SELVAGGIO and SHEILA J. PETERS, being the duly elected and acting President and Secretary of the Heritage Glen Condominium Association, certify that the Amendment to the Declaration of Condominium Ownership for Heritage Glen Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

Judith Selvaggio

JUDITH SELVAGGIO, President

Sheila J. Peters

SHEILA J. PETERS, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named JUDITH SELVAGGIO and SHEILA J. PETERS who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 1st day of July, 2019.

Denise Lynn Bogucki

NOTARY PUBLIC

