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AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS RECORDED AT VOLUME 6875, PAGE 361 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 2/6/2020

BY: KRISTEN M. SCALISE CPA, CFE  
 FISCAL OFFICER

By: Beverly Coble  
 Beverly Coble

DOC # 56524422



**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
GREENWOOD VILLAGE IRONWOOD TRAIL CONDOMINIUMS**

**RECITALS**

- A. The Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums (the "Declaration") and the Bylaws of Ironwood Trail Condominium Association, Inc. (the "Bylaws"), Exhibit A the Declaration, were recorded at Summit County Records, Volume 6875, Page 361 et seq.
- B. The Ironwood Trail Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Ironwood Trail Condominium and as such is the representative of all Unit Owners.
- C. Declaration Article 16 authorizes amendments to the Declaration and Bylaws Article VI, Section 2 authorizes amendments to the Bylaws.
- 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 January 10, 2020, Unit Owners representing 84.88 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.
- F. As of January 10, 2020, Unit Owners representing 88.99 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.
- G. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Summit County Fiscal Office.

DOC # 56524422

Page 2 of 9  
2/07/2020 7:58 AM Recording Fee: \$ 94.00  
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



H. 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.

I. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

### AMENDMENTS

The Declaration of Condominium Ownership for Greenwood Village Ironwood Trail Condominiums is amended by the following:

#### AMENDMENT A

MODIFY THE 1<sup>st</sup> SENTENCE in DECLARATION PARAGRAPH 8, SECTION A entitled, "Responsibility of the Association." Said modification, to be made on Page 11 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Except as otherwise expressly provided in Paragraph 12, Section B hereof, the Association, at its expense, shall will be responsible for the reasonable management, maintenance, repair, replacement, alteration and improvement of the Common Elements, excluding windows, skylight windows, doors, garage doors and components including glass, screens, hardware, frames, sashes and jambs located within the perimeter walls and excluding the Limited Common Elements.

INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 8, SECTION A entitled, "Responsibility of the Association." Said new addition, to be added to Page 12 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's

determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's or individual Unit Owner's responsibility, is final, provided that such determination must thereafter be consistently followed.

**MODIFY SUBSECTION (i) in DECLARATION PARAGRAPH 8, SECTION B entitled, "Responsibility of Unit Owner."** Said modification, to be made on Page 12 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows (deleted language is crossed-out; new language is underlined):

- (i) except as otherwise expressly provided in Paragraph 12, Section B hereof, to maintain, repair and replace, at his their expense, all portions of his their Unit, and including windows, skylight windows, doors, garage doors and components including glass, screens, hardware, frames, sashes and jambs located within the perimeter walls, and all Limited Common Elements designated for his their use;

**INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 8, SECTION B entitled, "Responsibility of Unit Owners."** Said new addition, to be added to Page 12 of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

In the event a Unit Owner fails to make any such repair or replacement or perform such maintenance, or in the event the need for maintenance, repair, or replacement of any part of the Common Elements or Limited Common Elements is caused by the negligence or intentional act of any Unit Owner or Occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair will constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance, repair, or replacement is necessary, or has been so caused, will be made by the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Unit Owners are responsible for the maintenance, repair, and replacement of the exterior windows and doors on the Units. 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 this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

### AMENDMENT B

DELETE BYLAWS ARTICLE II, SECTION 4 entitled, "Term of Office; Resignations," in its entirety. Said deletion to be taken from Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq..

INSERT a new BYLAWS ARTICLE II, SECTION 4 entitled, "Term of Office; Resignations." Said new addition, to be added to Page 5 of the Bylaws, Exhibit A of the Declaration, as recorded at Summit County Records, Volume 6875, Page 361 et seq., is as follows:

#### Section 4. Term of Office; Resignations.

A. Each Director will hold office until the expiration of their term and until their successor is elected, or until their earlier resignation, removal from office or death.

B. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect immediately or at such other time as the resigning Director may specify.

C. At the annual meeting following the passage of this amendment, the Unit Owners will elect three Directors. The candidate receiving the greatest number of votes will be elected to serve a three-year term. The candidate receiving the 2<sup>nd</sup> greatest number of votes will be elected to serve a two-year term. The candidate receiving the 3<sup>rd</sup> greatest number of votes will be elected to serve a one-year term. This is to establish staggered elections with a 1-1-1 rotation.



D. Upon the expiration of the terms of each Director as elected in Paragraph C above, a successor, and all future Directors, will be elected to serve a term of three years.

E. Terms will be staggered so that at least 1/3<sup>rd</sup> of the Board terms will expire annually and a 1-1-1 rotation is maintained at all times.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying Board members serve staggered terms and providing for Board member terms of three years each with staggered 1-1-1 elections. 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 Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Ironwood Trail Condominium Association, Inc. has caused the execution of this instrument this 23<sup>rd</sup> day of January, 2020.

**IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.**

By:   
GREGORY W. PICOULT, President

By:   
MARTHA W. LUDLOW, Secretary



STATE OF OHIO )  
COUNTY OF Summit )

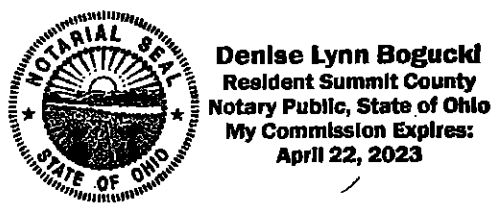
SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Ironwood Trail Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 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.

I have set my hand and official seal this 23<sup>rd</sup> day of January, 2020.

Denise Lynn Bogucki  
NOTARY PUBLIC

Place notary stamp/seal here:



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

**EXHIBIT A**

**AFFIDAVIT**

STATE OF OHIO )  
COUNTY OF Summit )

SS

**GREGORY W. PICOULT**, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Ironwood Trail Condominium Association, Inc.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendments are recorded with the Summit County Fiscal Office.

  
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**GREGORY W. PICOULT, President**

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above-named **GREGORY W. PICOULT** who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this 23<sup>rd</sup> day of January, 2020.

  
 \_\_\_\_\_  
**NOTARY PUBLIC**

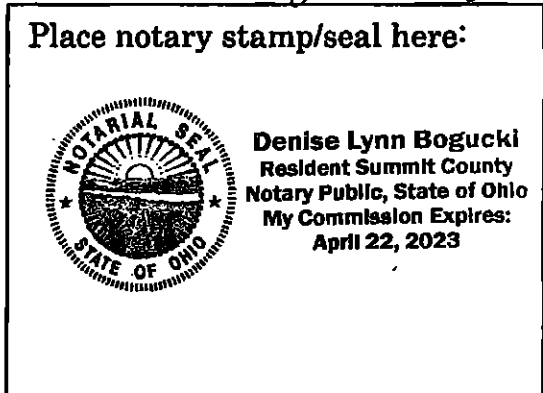




EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO )  
COUNTY OF Summit ) SS

MARTHA W. LUDLOW, the duly elected and acting Secretary of the Ironwood Trail Condominium Association, Inc., certifies there are no, as the term is used in Declaration Article 16, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments.

Martha W. Ludlow  
MARTHA W. LUDLOW, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MARTHA W. LUDLOW 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 23<sup>rd</sup> day of January, 2020.

Denise Lynn Bogucki  
NOTARY PUBLIC

