

AMENDMENTS TO THE  
AMENDMENT TO THE DECLARATION  
AND OF CONDOMINIUM OWNERSHIP  
FOR THE  
STONE CREEK LANE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDMENT TO THE DECLARATION AND OF CONDOMINIUM OWNERSHIP FOR THE STONE CREEK LANE CONDOMINIUM RECORDED AT OR 1577, PAGE 708 ET SEQ. AND THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE STONE CREEK LANE CONDOMINIUM RECORDED AT VOLUME 7235, PAGE 123 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE AMENDMENT TO THE DECLARATION AND OF CONDOMINIUM OWNERSHIP FOR THE STONE CREEK LANE CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 11-20-2020

BY: **KRISTEN M. SCALISE CPA, CFE**  
FISCAL OFFICER

By: *Beverly Coble*  
*Beverly Coble*

DOC # 56592954



AMENDMENTS TO THE  
AMENDMENT TO THE DECLARATION AND OF CONDOMINIUM  
OWNERSHIP FOR THE STONE CREEK LANE CONDOMINIUM

RECITALS

- A. The Amendment to the Declaration and of Condominium Ownership for the Stone Creek Lane Condominium (the "Declaration") and the Bylaws of the Stone Creek Lane Condominium Association, Inc. (the "Bylaws"), Exhibit C the Declaration, were recorded at Summit County Records, OR 1577, Page 708 et seq.
- B. The Stone Creek Lane Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Stone Creek Lane Condominium and as such is the representative of all Unit Owners.
- C. Declaration Article 9 authorizes amendments to the Declaration and Bylaws Article XI authorizes amendments to the Bylaws.
- D. Unit Owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").
- E. As of October 16, 2020, Unit Owners representing 85.17 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 October 16, 2020, Unit Owners representing 88.02 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. As of October 16, 2020, Unit Owners representing 80.26 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 C and authorizing the Association's officers to execute Amendment C on their behalf.
- H. As of October 16, 2020, Unit Owners representing 84.04 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 D and authorizing the Association's officers to execute Amendment D on their behalf.

I. Attached as Exhibit A is a statement 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.

J. Attached as Exhibit B is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments.

K. 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 Amendment to the Declaration and of Condominium Ownership for the Stone Creek Lane Condominium is amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE 3, SECTION B(14) entitled, "Occupancy Restriction." Said new addition, to be added to Page 7 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq., is as follows:

(14) Occupancy Restriction. A Person who is classified as a sex offender/child-victim offender and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit Owner, Occupant, or visitor of any Unit Owner, or of the Association, as a result of



the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of 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

MODIFY the first sentence of DECLARATION ARTICLE 11, SECTION A entitled "The Association." Said modification to be on Page 12 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq. (deleted language crossed-out; new language underlined).

The Association ~~shall~~ will manage the Common Elements and ~~shall~~ will maintain and keep the same (but not the Limited Common Elements except as described below in Paragraph (1)) in a reasonable state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing.

INSERT a new PARAGRAPH (1) to the end of DECLARATION ARTICLE 11, SECTION A entitled "The Association." Said new addition, to be added to Page 12 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq., is as follows:

(1) Except as provided below in Declaration Article 11, Section B and to avoid areas of potential confusion, and in the interest of protecting the aesthetic harmony of the community, the Association is, to the extent and at such times as the Board



determines to be reasonable, in the exercise of its business judgment, responsible, at its expense, for:

- (a) maintenance of all front and side landscaping beds serving the Unit;
- (b) maintenance, repair, and replacement of driveways and front entry walkways serving an individual Unit;
- (c) removal of snow from driveways serving the Unit.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Association's maintenance, repair, and replacement responsibilities for landscaping and concrete driveways and walkways 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 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 C

MODIFY the first sentence of DECLARATION ARTICLE 11, SECTION A entitled "The Association." Said modification to be on Page 12 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq. (deleted language crossed-out; new language underlined).

The Association shall will manage the Common Elements and shall will maintain and keep the same (but not the Limited Common Elements except as described below in Paragraph (2)) in a reasonable state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing.



INSERT a new PARAGRAPH (2) to the end of DECLARATION ARTICLE 11, SECTION A entitled "The Association." Said new addition, to be added to Page 12 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq., is as follows:

(2) Except as provided below in Declaration Article 11, Section B and to avoid areas of potential confusion, the Association is, to the extent and at such times as the Board determines to be reasonable, in the exercise of its business judgment, responsible, at its expense, for the maintenance, repair, and replacement of: all sanitary sewer lines, water main lines, gas lines, electric lines, and all other utility lines located outside the boundaries or structure of the Unit or serving more than one Unit, including any junction box or meter base serving or housing utility lines or meters located outside the boundaries or structure of the Unit or serving more than one Unit.

MODIFY DECLARATION ARTICLE 11, SECTION B and SUBSECTION (1). Said modification to be on Page 13 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq. (deleted language crossed-out; new language underlined).

B. Unit Owner. Except as otherwise expressly provided in this Declaration or any amendment, The the responsibility of each Unit Owner shall will, at the Unit Owner's expense, be as follows:

(1) To maintain, repair, and replace at their his expense all portions of their his Unit and all internal installations of such the Unit such as appliances, plumbing, electrical and heating fixtures or installations, and the windows, skylights, and doors of said Unit, door knobs and hardware, including garage doors, doorbell buttons serving the Unit, water spigots, air conditioner and compressor and the concrete slab under the compressor, and any portion of any utility service facilities including, but not limited to, sanitary sewer lines, water main lines, gas lines, electric lines, other utility lines, any cable lines and satellite lines located within the Unit boundaries or structure, other than such utility facilities serving more than one other Units,



including any junction box or meter base serving or housing utility lines or meters serving the Unit located within the Unit boundaries or structure, and to assume the same responsibility with respect to the utility service facilities described above that are located within the boundaries or structure of the Unit and serving the Limited Common Elements belonging to his their Unit.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Association's and individual Unit Owners' utility facilities and lines maintenance, repair, and replacement 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 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 D

DELETE DECLARATION ARTICLE 14 entitled, "Insurance and Reconstruction," in its entirety. Said deletion to be taken from Page 18 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq.

INSERT a new DECLARATION ARTICLE 14 entitled, "Insurance and Reconstruction." Said new addition, to be added to Page 18 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq., is as follows:

Article 14. Insurance and Reconstruction.

A. Property Insurance.

(1) Mandatory 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 A, Paragraph 5 below, on:



- (a) the insurable improvements installed by the Declarant or the Association comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, excluding, however, the lines, components, installations, fixtures, and improvements to be insured by the Unit Owner as provided for in Section B below,
- (b) the windows and doors located in the perimeter walls or roof of the Unit,
- (c) structural components of the building located within the Unit, and
- (d) 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.

(2) Optional Coverage. The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, components, betterments, and other insurable installations and improvements installed within or as part of the Units. In deciding whether to increase, or later decrease, the scope of Property Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Unit Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage must be reflected from time to time in the Board's meeting minutes. In the event of a conflict between the Board's meeting minutes and the terms of the insurance policy itself with respect to the scope of the Association's Property Insurance coverage, the Board's meeting





minutes will control. If there is no approved motion, resolution, or other record in the Board's meeting minutes evidencing a Board decision to increase the scope of the Property Insurance, the Property Insurance is limited to the scope of coverage described in Section A, Paragraph 1(a) above. Unit Owners are responsible to determine whether any portion of the Unit is insured under the Association's Property Insurance policy. The Association will provide the Unit Owners with at least 30 days prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Units.

(3) 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.

(4) Beneficiary Interests. Subject to the provisions of Section A, Paragraph 4 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.

(5) 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.

(6) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section A, Paragraph 6 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 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 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 14.

(7) Responsibility for Damage.

(a) 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.

(b) 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, or originates from the Unit Owner's Unit, 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.

(8) 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.

(9) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article 14, 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 A, Paragraph 1 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.

(10) 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.

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

- (1) any wall coverings, paneling, or other finishing material applied to any wall or ceiling;
- (2) any finishing materials applied to the floors;
- (3) all interior Unit doors, including the frames;
- (4) all appliances, including built-in appliances, located within and serving only the Unit;
- (5) all utility lines and components serving only the Unit and for which the Unit Owner is responsible to maintain wherever located;
- (6) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit;
- (7) all interior cabinets and shelves;



- (8) all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Unit wherever located;
- (9) attic and crawlspace insulation;
- (10) the Limited Common Elements including privacy fences and walls, porches and decks;
- (11) 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 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.

C. Damage and Destruction.

- (1) 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 A 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.

(2) 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.

D. Restoration of Buildings.

(1) Unless Unit Owners elect not to restore the damaged property as provided for in Section C, Paragraph 2 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 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.

(2) If the cost of the repair for the damages or destruction to the Common Elements, excluding the Limited Common Elements, 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.

(3) If the cost of repairs to the Common Elements and the Limited Common Elements, 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.

(4) If the cost of the repair for the damages or destruction to the Limited Common Elements 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.

(5) After any damage to or destruction to components of their Unit and the Limited Common Elements the Unit Owner



insures, the Unit Owner must restore their Unit and the Limited Common Elements, 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 Elements. 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.

E. 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 14, 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.

DELETE DECLARATION ARTICLE 15 entitled, "Rehabilitation of Existing Building, Structures and Other Improvements," in its entirety. Said deletion to be taken from Page 18 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq.

INSERT a new DECLARATION ARTICLE 15 entitled, "Liability Insurance and Other Insurance Coverage." Said new addition, to be added to Page 18 of the Declaration, as recorded at Summit County Records, OR 1577, Page 708 et seq., is as follows:

Article 15. Liability Insurance and Other Insurance Coverage.

A. The Association will carry a comprehensive policy of liability insurance covering the Common Elements and insuring the





Association, the Board of Directors, the Unit Owners, and Occupants against liability for personal injury, disease, illness, or death, and for injury to or destruction of property resulting or arising from, at a minimum: (i) the operation, maintenance, or use of the Common Elements; (ii) lawsuits related to employment contracts in which the Association is a party; and, (iii) hired automobile, non-owner automobile, and off-premises employee claims. 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.

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

C. The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds.

D. 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 Stone Creek Lane Condominium Association has caused the execution of this instrument this 11<sup>th</sup> day of November, 2020.

STONE CREEK LANE CONDOMINIUM ASSOCIATION

By:   
JILL M. SZENDE, President

By:   
~~ANDREA ADYA~~, Secretary  
ANDRIA 



STATE OF OHIO

COUNTY OF

*Summit*

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Stone Creek Lane Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 18 of 21, 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 11<sup>th</sup> day of November, 2020.

*Denise Lynn Bogucki*  
NOTARY PUBLIC

Place notary stamp/seal here:



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

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

STATEMENT OF PRESIDENT

STATE OF OHIO )  
COUNTY OF Summit ) SS

JILL M. SZENTE, the duly elected and acting President of the Stone Creek Lane Condominium Association, states she 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 Amendment is recorded with the Summit County Fiscal Office.

  
\_\_\_\_\_  
JILL M. SZENTE, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named JILL M. SZENTE 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 11<sup>th</sup> day of November, 2020.

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

Place notary stamp/seal here:



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



EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO )  
COUNTY OF Summit ) SS


ANDREA ADYA, the duly elected and acting Secretary of the Stone Creek Lane Condominium Association, certifies there are no, as the term is used in Declaration Article 9, "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.

Andrea Adya  
ANDREA ADYA, Secretary  
ANDRIA (P)

BEFORE ME, a Notary Public in and for said County, personally appeared the above named ANDREA ADYA 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 11<sup>th</sup> day of November, 2020.

Denise Lynn Bogucki  
NOTARY PUBLIC

Place notary stamp/seal here:  
  
Denise Lynn Bogucki  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires:  
April 22, 2023

