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2016

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE ARBORETUM AT GREENWOOD CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE ARBORETUM AT GREENWOOD CONDOMINIUM RECORDED AT O.R. 364, PAGE 1 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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

DATED: 3/22/16

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: *Kristen M. Scalise*

DOC # 56198934

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE ARBORETUM AT GREENWOOD CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Arboretum at Greenwood Condominium (the "Declaration") was recorded at Summit County Records, O.R. 364, Page 1 et seq., and

WHEREAS, The Arboretum at Greenwood Condominium Owners Association (the "Association") is a corporation consisting of all Unit Owners in the Arboretum at Greenwood Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XII authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 78% of the Association's voting power as of December 14, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President stating that copies of the Amendment will be mailed or hand delivered to all first mortgagees on the records of the Association and all Unit Owners once the Amendment is recorded with the Summit County Fiscal Office and that Unit Owners representing at least 75% of the Association's voting power affirmatively approved the Amendment, 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 Amendment, 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 The Arboretum at Greenwood Condominium is amended by the following:

DELETE DECLARATION ARTICLE VI, SECTIONS (A), (B), (C), (D), and (H) in their entirety. Said deletion to be taken from Pages 20-21 and 24 of the Declaration, as recorded at Summit County Records, O.R. 364, Page 1 et seq.

INSERT a new DECLARATION ARTICLE VI, SECTION (A) entitled, "Property Insurance" and a new DECLARATION ARTICLE VI, SECTION (B) entitled, "Unit Owner Insurance." Said new additions, to be added on Page 20 of the Declaration, as recorded at Summit County Records, O.R. 364, Page 1 et seq., is as follows:

(A) Property Insurance

(1) Coverage.

(a) 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)(5) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Element balconies, decks, patios, and porches, from the backside of the drywall (plasterboard) out, excluding the drywall, but also including any structural components of the building located within the Unit, and 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, excluding the drywall. This is commonly known as a "bare walls" Property Insurance policy.

(b) Optional Coverage. The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, components of the Unit, 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 will 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. The Unit Owners will have the burden to determine whether any portion of the Units are 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.

(2) Risks to be Insured and Availability of Insurance.

(a) 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% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage.



(b) All insurance coverage is subject to modification as the Board determines necessary based on the availability of coverage and the cost of the coverage. If the cost of 100% 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% of the then current replacement cost, less the deductible and with exclusions as provided for in this Section (A)(2).

(3) Beneficiary Interests. Subject to the provisions of Section (A)(4) below, the Association's Property Insurance, Liability Insurance (as defined in Section (E) below), and other Association insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Ownership interests, 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.

(4) 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 casualty 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 casualty insurance policy.

(5) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section (A)(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), as provided for in Section (A)(6) below, to the Unit Owner(s) of such Unit(s).

(6) Responsibility for Damage.

(a) Association. The Association's liability is limited to direct 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 will be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Article VI, including any deductible amount.

(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 of the Unit Owner, or originates from the Unit Owner's Unit, then, in such case, the said Unit Owner is

responsible for the cost of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association or any Unit Owner in accordance with this Article VI, including costs not paid for due to any insurance deductible amount.

(7) 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.

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article VI, the Board will have 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)(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.

(9) Additional Endorsements. The Association's Property Insurance policy must 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 an "Agreed Amount and Inflation Guard Endorsement" or its present day



equivalent, and such other endorsements as the Board so decides on.

(B) Unit Owner Insurance. Except as may be insured by the Association in accordance with Section (A)(1) above, each Unit Owner will separately insure those portions of their Unit from and including the perimeter drywall for the Unit, along with any utilities and fixtures that the Unit Owner must maintain, and the Limited Common Elements, excluding balconies, decks, patios, and porches. This includes, without limitation, all fixtures, perimeter and interior doors and windows, and all components, drywall or other material, wall and floor coverings, appliances, and improvements within or a part of said Unit and all utilities within and serving only the said Unit. The Unit Owner will also carry insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association. The Property Insurance carried by the 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 determined by the Board. 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 separately 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 occurring within a Unit.

RE-LETTER DECLARATION ARTICLE VI, SECTIONS (E), (F), and (G) TO READ SECTIONS (C), (D), AND (E). Said modifications, to be made on Pages 21-24 of the Declaration, as recorded at Summit County Records, O.R. 364, Page 1 et seq.

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 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 the 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 the amendment.

The The Arboretum at Greenwood Condominium Owners Association has caused the execution of this instrument this 5 day of MARCH, 2016.

THE ARBORETUM AT GREENWOOD CONDOMINIUM OWNERS
ASSOCIATION

By: 
JAMES SMERKE, its President


By: 
PETER DINGLE, its Secretary

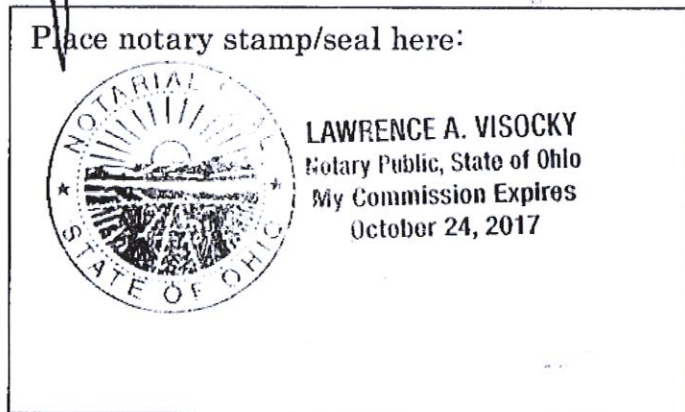


STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Arboretum at Greenwood Condominium Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 9 of 12, 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.

5 I have set my hand and official seal in Brecksville, Ohio, this day of MARCH, 2016.


NOTARY PUBLIC



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

EXHIBIT A

CERTIFICATION OF PRESIDENT

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

JAMES SMERKE, the duly elected and acting President of The Arboretum at Greenwood Condominium Owners Association, certifies that copies of the Amendment to the Declaration will 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 and all Unit Owners.

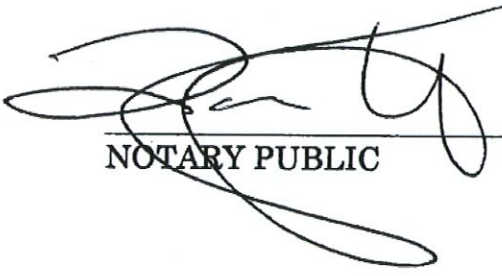
The President further certifies the Association received the signed, written consents of Unit Owners representing at least 75% of the Association's voting power in favor of the Amendment to the Declaration in accordance with the provisions of Declaration Article XII.



JAMES SMERKE, President

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Brecksville, Ohio, this 5 day of March, 2016.



NOTARY PUBLIC


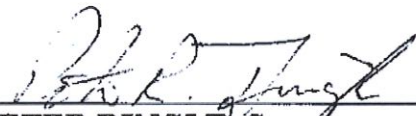
Place notary stamp/seal here:

LAWRENCE A. VISOCKY
Notary Public, State of Ohio
My Commission Expires
October 24, 2017
Lawrence A. Visocky

EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

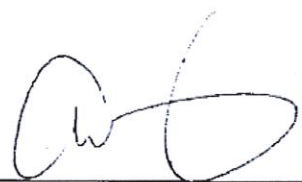
PETER DINGLE, the duly elected and acting Secretary of the The Arboretum at Greenwood Condominium Owners Association, certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.



PETER DINGLE, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named PETER DINGLE who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Brecksville, Ohio, this 5th day of MARCH, 2016.



CHARLES K. SCHULMAN
NOTARY PUBLIC
NOTARY PUBLIC STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Dec. 14, 2019

