

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE GREENWOOD HIGHLANDS CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE GREENWOOD HIGHLANDS CONDOMINIUMS RECORDED AT INSTRUMENT NO. 54588702 OF THE SUMMIT COUNTY RECORDS.

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

DATED: 3-17-2022 BY: KRISTEN M. SCALISE CPA, CFE  
FISCAL OFFICER

By *Beverly Coble*  
*Beverly Coble*

DOC # 56802153



**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
THE GREENWOOD HIGHLANDS CONDOMINIUMS**

**RECITALS**

- A.** The Declaration of Condominium Ownership for The Greenwood Highlands Condominiums (the “Declaration”) and the Bylaws of The Greenwood Highlands Condominium Association, Inc. (the “Bylaws”), Exhibit A the Declaration, were recorded at Summit County Records, Instrument No. 54588702.
- B.** The Greenwood Highlands Condominium Association, Inc. (the “Association”) is a corporation consisting of all Unit Owners in Greenwood Highlands Condominium and as such is the representative of all Unit Owners.
- C.** Declaration Paragraph 17 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 have executed instruments in writing setting forth specifically the matter to be modified (the “Amendment”).
- E.** As of February 2, 2023, Unit Owners representing 75.58 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 Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment.
- G.** 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.

**AMENDMENT**

The Declaration of Condominium Ownership for The Greenwood Highlands Condominiums is amended by the following:



**INSERT a new PARAGRAPH to the end of DECLARATION PARAGRAPH 9, SECTION A.** Said new addition, to be added to the Declaration, as recorded at Summit County Records, Instrument No. 54588702, is as follows:

Each Unit Owner by acceptance of a deed to a Unit (whether or not it is so expressed in the deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, (3) special individual Unit assessments, and (4) an Initial Capital Contribution Assessment, all of the assessments to be established and collected as hereinafter provided.

**INSERT a new DECLARATION PARAGRAPH 9, SECTION H entitled “Initial Capital Contribution Assessment.”** Said new addition, to be added to the Declaration, as recorded at Summit County Records, Instrument No. 54588702, is as follows:

**H. Initial Capital Contribution Assessment.** Each purchaser of a Unit is required to make a one-time, “Initial Capital Contribution Assessment” to the Association in the amount of two times the monthly share of Common Expenses attributable to the Unit by the annual assessments, in accordance with Section A above. The Initial Capital Contribution Assessment is not an escrow or advance and is not refundable. The Initial Capital Contribution Assessment is due and collectible from the Unit purchaser at the time of transfer of record title of the Unit, regardless of how title is acquired, except as provided below, and is considered late if not paid within 30 days of the purchaser’s acquisition of title to the Unit. The Initial Capital Contribution Assessment will be used to fund a reserve fund for the maintenance, repair, and replacement of major capital items on the Condominium Property. Notwithstanding the above, the one-time Initial Capital Contribution Assessment does not apply, and will not be collected, in the following limited circumstances:

- (1) if there is a record title transfer between a current Unit Owner and that Unit Owner’s family trust where the trustee or beneficiary of the trust is the Unit Owner or where the trustee or beneficiary is an immediate family member of

the Unit Owner;

(2) if a Unit is refinanced in the name of the current Unit Owner;

(3) if a current Unit Owner records a deed or other conveyance for the sole purpose of adding the name of a family member(s) to the legal title of the Unit;

(4) if a current Unit Owner directly transfers recorded title of a Unit to a family member(s);

(5) in the event of the death of a Unit Owner, if the title of the Unit is transferred to a family member(s) of the Unit Owner through a probate estate, trust or other legal vehicle or instrument of inheritance; or

(6) if the Unit Owner records a deed for the purpose of reflecting a personal name change created by marriage or other legal means.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this creation of a one-time Initial Capital Contribution Assessment to be paid by Unit Owners upon acquisition of title to a 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 contest or other legal 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.



