

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GREENWOOD HIGHLANDS CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 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 GREENWOOD HIGHLANDS CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5/22/15

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: Kettie Mancino
Kettie Mancino



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Kristen Scalise, Summit Co Fiscal Office

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GREENWOOD HIGHLANDS CONDOMINIUMS

WHEREAS, the Declaration of Condominium Ownership for Greenwood Highlands Condominiums (the "Declaration") and the Bylaws of The Greenwood Highlands Condominium Association, Inc. (the "Bylaws"), Exhibit A to the Declaration, were recorded at Summit County Records, Instrument No. 54588702, and

WHEREAS, 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, and

WHEREAS, Paragraph 17 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% 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"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 76.20% of the Association's voting power as of April 20, 2015, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.20% 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 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 Greenwood Highlands Condominiums is amended by the following:

DELETE SUBSECTION (i) in DECLARATION ARTICLE PARAGRAPH 12, SECTION A entitled, "Insurance," in its entirety. Said deletion to be taken from Pages 22-24 of the Declaration, as recorded at Summit County Records, Instrument No. 54588702, and as amended at Instrument No. 54765751.

INSERT a new SUBSECTION (i) to DECLARATION PARAGRAPH 12, SECTION A entitled, "Insurance." Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Instrument No. 54588702, is as follows:

- (i) 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(vi) below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, 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 as the Association may own and for which the Association is responsible. Therefore, in general terms, the Association is responsible for having Property Insurance from the backside of the drywall out, excluding the drywall. This is commonly known as a "bare walls" Property Insurance policy.

DELETE SUBSECTION (iv) in DECLARATION ARTICLE PARAGRAPH 12, SECTION A entitled, "Insurance," in its entirety. Said deletion to be taken from Page 25 of the Declaration, as recorded at Summit County Records, Instrument No. 54588702.

INSERT a new SUBSECTION (iv) to DECLARATION PARAGRAPH 12, SECTION A entitled, "Insurance." Said new addition, to be added on Page 25 of the Declaration, as recorded at Summit County Records, Instrument No. 54588702, is as follows:



- (iv) Except as may be insured by the Association in accordance with Subsection A(i) above, each Unit Owner will separately insure those portions of his/her Unit and the Limited Common Elements from and including the drywall in, along with any utilities and fixtures that the Unit Owner must maintain. This includes, without limitation, all fixtures, windows, perimeter and interior doors installations, plaster or plasterboard, drywall, wall and floor coverings 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 his/her Unit, as well as any other personal property, which he/she stores elsewhere on the Condominium Property. Each Unit Owner will also obtain insurance against liability for events occurring within a Unit.

INSERT a new SUBSECTION (vi) to DECLARATION PARAGRAPH 12, SECTION A entitled, "Insurance." Said new addition, to be added on Page 25 of the Declaration, as recorded at Summit County Records, Instrument No. 54588702, is as follows:

- (vi) The Association's Property Insurance may include a reasonable deductible as determined by the Board. Except as provided in Section B below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to his/her 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 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), to the Unit Owner(s) of such Unit(s).

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. 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 Greenwood Highlands Condominium Association, Inc. has caused the execution of this instrument this 12 day of May, 2015.

THE GREENWOOD HIGHLANDS CONDOMINIUM ASSOCIATION, INC.

By: *Susan Miller*
SUSAN MILLER, its President

By: *Cheryl Konczos*
CHERYL KONCZOS, its Secretary



STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

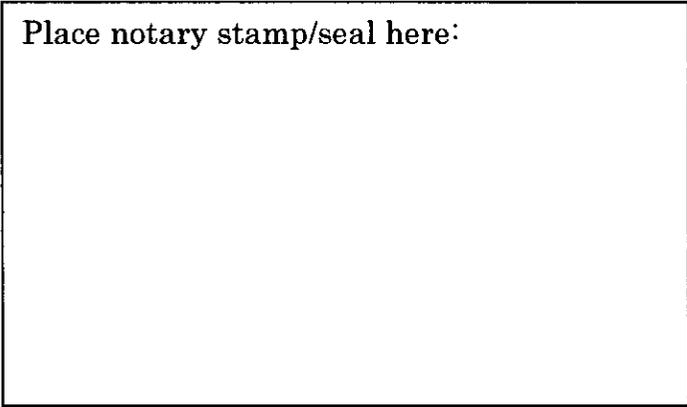
BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Greenwood Highlands Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have set my hand and official seal in Copake Hills, Ohio, this 15 day of May, 2015.



NOTARY PUBLIC
JOHN T. PANA, JR., Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
147 03 5. C.
NO EXP.

Place notary stamp/seal here:



*WJ**
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 SECRETARY

STATE OF OHIO)
)
COUNTY OF Summit) SS

CHERYL KONCZOS, the duly elected and acting Secretary of The Greenwood Highlands Condominium Association, Inc., 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.

Cheryl Konczos
CHERYL KONCZOS, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named CHERYL KONCZOS who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Wesleyville, Ohio, this 15 day of MAY, 2015.

John T. Pana, Jr.
NOTARY PUBLIC
JOHN T. PANA, JR., Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
in 147.03 R. C.
no exp.

Place notary stamp/seal here: