

630855

AMENDMENT
TO THE
DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS
OF
VALLEY CREEK VILLAGE

This Amendment to the Declaration of Covenants, Restrictions and Easements, hereinafter called DECLARATION, is made and entered into on this the FIRST day of DECEMBER, 1980, pursuant to the provisions of ARTICLE VII of the DECLARATION.

WHEREAS, Bob Schmitt Homes, Inc., an Ohio Corporation, as the original fee owner, developer and builder of Valley Creek Village, did on March 14, 1979, execute and place on file with the Cuyahoga County Recorder at Volume 15012, Page 955 et. seq. of the Recorder's Records the DECLARATION; and,

WHEREAS, the Living Unit Owners, all being members of the Valley Creek Village Association, pursuant to ARTICLE VII of the DECLARATION have deemed that an Amendment to the DECLARATION, as hereinafter stated, will better serve the purposes of the general development of the Cluster Housing Properties; and,

WHEREAS, no less than sixty-five percent (65%) of the Living Unit Owners have signed a writing which has been witnessed and acknowledged as required by the DECLARATION to amend said DECLARATION.

NOW, THEREFOPE, effective January 1, 1981, all of subparagraph (c) of ARTICLE V, Section 1 of the DECLARATION shall be amended to read as follows:

"(c) From and after the effective date of the Amendment to the DECLARATION, the Valley Creek Village Association (a Living Unit Owners' Association), hereinafter called ASSOCIATION, shall have no further obligation or duty to provide a comprehensive three (3) year master fire insurance policy with extended coverage for each Living Unit in Valley Creek Village.

Commencing on January 1, 1981, each Living Unit Owner shall have the exclusive right and duty to acquire and maintain in continuous effect, at Unit Owner's expense, a fire insurance policy with extended coverage on their Unit. Said policy shall be written to provide for full replacement cost of the Living Unit in the event of damage or destruction from a covered peril. Each policy so written shall also provide third party liability coverage and protection for each Living Unit Owner. The Living Unit Owner must, by way of an endorsement to the above-noted insurance policy, have the Valley Creek Village Association named as an "Additional Insured - as their interests may appear". The endorsement shall further provide for a thirty (30) day advance written notice to the ASSOCIATION in the event of cancellation of the Unit Owner's insurance for any reason whatsoever.

It is expressly understood that the terms, amounts of insurance and coverages, except as specifically required herein, shall be at the sole discretion of each Living Unit Owner and that notwithstanding the ASSOCIATION'S obligation to repair and/or replace as contained in ARTICLE V Section 1, subparagraph (a) of the DECLARATION, the ASSOCIATION shall have no duty to perform such repairs and/or replacement in the event of: (1) A failure of the Owner to acquire insurance or a lapse of coverage or cancellation of the Living Unit Owner's insurance policy, for any reason whatsoever; (2) Damages or destruction of the Unit by a peril not covered in the Living Unit Owner's insurance policy; (3) A deficiency in the dollar amount of the limits of liability of the Living Unit Owner's insurance policy relative to the actual damage and/or destruction of the Unit; or, (4) For any cause or reason that a majority of the Board of Trustees (Board of Managers) shall determine at a Regular or Special Meeting

that the ASSOCIATION has no obligation or duty to repair and/or replace a Living Unit pursuant to the power vested in the Board by ARTICLE II Section 14, subparagraph (h) of the By-Laws of Valley Creek Village Association.

Any deductible amount contained in a Living Unit Owner's insurance policy shall be paid by the affected Living Unit Owner and the ASSOCIATION shall have no requirement of reimbursement for such amounts.

The Valley Creek Village Association shall, upon conveyance of legal title of the Cluster Housing Property and Common Areas to the Living Unit Owners' Association by Bob Schmitt Homes, Inc., obtain a Liability Insurance Policy in such amounts and coverage as determined by the Board of Managers of the ASSOCIATION naming each Living Unit Owner and the Valley Creek Village Association as insureds.

Cost of any such insurance acquired by the ASSOCIATION for the benefit and protection of the Living Unit Owners and the Living Unit Owners' Association shall be included in the annual assessment as set forth in the DECLARATION. It shall be the obligation of the Board of Managers of the Living Unit Owners' Association to establish a fair and equitable method of apportioning the costs of insurance so acquired to each Living Unit Owner."

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Restrictions and Easements of Valley Creek Village has been executed on the date first appearing above.

SIGNED IN THE PRESENCE OF:

VALLEY CREEK VILLAGE ASSOCIATION

Edwin H. Barrett

BY: William C. George, Sr.
William C. George, Sr.,
President

Lois F. Bassett

BY: Donald Jankura
Donald Jankura,
Secretary

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STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Valley Creek Village Association, an Ohio Non-Profit Corporation, by William C. George, Sr., its President, and Donald Jankura, its Secretary, who acknowledged that they did sign the foregoing instrument 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 TESTIMONY WHEREOF, I have hereunto set my hand and official seal at STRONGSVILLE, Ohio, this FIRST day of DECEMBER, 19 80.

William F. Mahoney
Notary Public

WILLIAM F. MAHONEY, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.05 R. C.



This instrument prepared by:
William F. Mahoney, Attorney
P. O. Box 8916,
Strongsville, Ohio 44136
(216) 238-6915

RECORDED
MARK McELROY
COUNTY RECORDER

DEC 15 3 15 PM '60

GEORGIA
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LAYERS TITLE
INSURANCE CO. OF
NO. 117-177