

CUYAHOGA COUNTY  
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AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
VALLEY CREEK VILLAGE CONDOMINIUM

COPY

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR VALLEY CREEK VILLAGE  
CONDOMINIUM RECORDED AT VOLUME 14814, PAGE 525 ET SEQ. FOR  
THE CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
VALLEY CREEK VILLAGE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Valley Creek Village Condominium (the "Declaration") and the Bylaws of Valley Creek Village Condominium Association (the "Bylaws"), were recorded at Cuyahoga County Records, Volume 14814, Page 525 et seq., and

WHEREAS, the Valley Creek Village Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Valley Creek Village Condominium Association as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article XXI, Section (1) authorizes amendments to the Declaration, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Unit Owners was held on or about October 17, 2017, and, at such meeting and any adjournment, Unit Owners representing at least 80% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters 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 100% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 100% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, 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 Valley Creek Village is amended by the following:

DELETE DECLARATION ARTICLE XVIII entitled, "Fire and Extended Coverage Insurance," in its entirety. Said deletion to be taken from Pages 14-16 of the Declaration, as recorded at Cuyahoga County Records, Volume 14814, Page 525 et seq.

INSERT a new DECLARATION ARTICLE XVIII entitled, "Insurance and Reconstruction." Said new addition, to be added to Page 14 of the Declaration, as recorded at Cuyahoga County Records, Volume 14814, Page 525 et seq., is as follows:

ARTICLE XVIII

INSURANCE AND RECONSTRUCTION

(1) Property Insurance

(a) 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 (1)(e) below, on: (i) the insurable improvements installed by the Declarant or the Association comprising the Common Elements including mailbox structures, mailboxes, and fence (ii) all personal property owned by the Association and for which the Association is responsible. The Association will not carry Property Insurance on the entirety of the buildings in which the Units are located. The Association will not carry Property Insurance on all other structures, installations, fixtures that the Unit Owners are to insure as provided for in Section (2) below. The Association will not carry Property Insurance on any assigned or related Limited Common Elements or those contiguous to the building in which such Unit is located. In general terms, the Association is responsible for having Property Insurance for the common elements including utility pipes, lines or systems servicing more than one unit, and all ducts, wires conduits and other accessories used therewith and all parts of the condominium property in common use and excluding the structural components or perimeter shells of the free standing residential buildings and the Units.

(b) 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. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation costs and other items normally excluded from such 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 value, less the deductible and with exclusions as provided for in this Section.

(c) Beneficiary Interests. Subject to the provisions of Section (1)(d) 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.

(d) 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. 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.

(e) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section (1)(f) 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, their assigned 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 its assigned or related Limited Common Elements or those contiguous to the building in which the Unit is located and to 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 XVIII.

(f) Responsibility for Damage.

(i) 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.

(ii) 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, 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.

(g) 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.

(h) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article XVIII, 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 (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.

(i) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board so determines is reasonable from time to time endorsements to the Association's Property Insurance policy as the Board so decides on.

(2) Unit Owner Insurance. Except as is insured by the Association in accordance with Section (1)(a) above, each Unit Owner will insure all portions and components of the Unit, the exterior, perimeter shell, and its assigned or related Limited Common Elements or those contiguous to the building in which the Unit is located, including, but not limited to, any access walks that may provide access

to the Limited Common Elements and the Unit and the Common Elements contained within or forming the interior and exterior structure of the Unit and its perimeter shell and all related components regardless of definition in the Declaration as Unit, Limited Common Element or Common Element but excluding the land upon which the residence or structure is situated. The Unit Owner is responsible for insuring the entire free standing structure and all of its related interior and exterior components that creates one single, free standing residence. This also includes all plumbing, electrical, heating and other utility or service lines, pipes, wires, plugs and outlets regardless of location and which serve the Unit.

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 of \$1,000.00 or other higher amount 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 Limited Common Elements and any Common Elements that form or comprise the Unit's structure or perimeter shell

(3) Damage and Destruction.

(a) 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 (1) 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.

(b) In the event any damage to or destruction of the Common Elements renders ~~50% 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% 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.

(4) Restoration of Buildings.

(a) Unless Unit Owners elect not to restore the damaged property as provided for in Section (3)(b) 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 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 and its related Limited Common Elements, if any, or both, will be determined by the Board.

(b) If the cost of the repair for the damages or destruction to the 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.

(c) If the cost of repairs to the Common Elements excluding 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.

(d) 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 the Unit Owner insures, 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 Unit 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.

(5) Liability Insurance And Other Insurance Coverage. The Association must insure itself, the Board, the Unit Owners, and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on, in or about, or arising from or relating to the Common Elements, excluding the Limited Common Elements, including water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than \$2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence, and to the limit of not less than \$2,000,000.00 in respect to damage to or destruction of property arising out of any one accident. 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 excluding the Limited 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.

(a) The Association must carry worker's compensation insurance as required by law.

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

(c) The Association may carry such other insurance as the Board may determine, including, errors and omissions insurance and liability insurance for Board members.

(6) 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 XVIII, 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.

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 Valley Creek Village Association has caused the execution of this instrument this 13 day of November, 2017.

VALLEY CREEK VILLAGE ASSOCIATION

By: Robert Mangini President  
ROBERT MANGINI, its President

By: Vicki Hanacek Sec.  
VICKI HANACEK, its Secretary

STATE OF OHIO

COUNTY OF Cuyahoga

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Valley Creek Village Association, by its President and 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.

I have set my hand and official seal in Strongsville, Ohio, this 13 day of November, 2017.

Brian Perkins  
NOTARY PUBLIC

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

Place notary stamp/seal here:  
BRIAN PERKINS  
Notary Public, State of Ohio  
My Commission Expires Jan. 1, 2022