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Ashtabula County, Ohio
Barbara Schaab Recorder
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AMENDMENT TO THE
AMENDED AND RESTATED
STURGEON POINT CONDOMINIUMS
DECLARATION OF CONDOMINIUM OWNERSHIP

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND
RESTATED STURGEON POINT CONDOMINIUMS DECLARATION OF
CONDOMINIUM OWNERSHIP RECORDED AT BOOK 606, PAGE 1367 ET
SEQ. OF THE ASHTABULA COUNTY RECORDS.

AMENDMENT TO THE
AMENDED AND RESTATED
STURGEON POINT CONDOMINIUMS
DECLARATION OF CONDOMINIUM OWNERSHIP

RECITALS

- A. The Amended and Restated Sturgeon Point Condominiums Declaration of Condominium Ownership (the "Declaration") was recorded at Ashtabula County Records, Book 606, Page 1367 et seq.
- B. The Sturgeon Point Homeowners Association (the "Association") is a corporation consisting of all Owners in Sturgeon Point Condominium and as such is the representative of all Owners.
- C. Declaration Article 21 authorizes amendments to the Declaration.
- D. A meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about _____, 2018, and, at such meeting and any adjournment, Owners representing at least 75 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified (the "Amendment").
- E. Owners representing 81.82 percent of the Association's voting power have affirmatively consented to or voted in favor of the Amendment and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Owners' behalf, as documented in the Association's records.
- F. The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, in all material respects.

AMENDMENT

The Amended and Restated Sturgeon Point Condominiums Declaration of Condominium Ownership is amended by the following:

DELETE DECLARATION ARTICLE 14 entitled, "Destruction of or Damage to Property; Effect," in its entirety. Said deletion to be taken from Page 14 of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq.

INSERT a new DECLARATION ARTICLE 14 entitled, "Damage and Destruction." Said new addition, to be added to Page 14 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows:

14. Damage and Destruction. 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 as provided in Bylaws Article Five, Section Thirteen, Paragraph A.

DELETE DECLARATION ARTICLE 15 entitled, "Rehabilitation of Property," in its entirety. Said deletion to be taken from Page 14 of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq.

INSERT a new DECLARATION ARTICLE 15 entitled, "Rehabilitation of Property." Said new addition, to be added to Page 14 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows:

15. Rehabilitation of Property. 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 provisions in Bylaws Article Five, Section Fourteen will be followed.

DELETE DECLARATION ARTICLE 18 entitled, "Insurance," in its entirety. Said deletion to be taken from Page 15 of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq.

INSERT a new DECLARATION ARTICLE 18 entitled, "Insurance." Said new addition, to be added to Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows:

18. Insurance. The cost of all insurance premiums, as provided in Bylaws Article Five, Section Fifteen, will be treated as a Common Expense to be paid by monthly assessments levied by the Unit Owner's Association.

MODIFY BYLAWS ARTICLE TWO, SECTION TWO, PARAGRAPH O. Said modification, to be made on Page 3 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows (deleted language is crossed-out):

- O. Procuring of insurance as provided in Bylaws Article Five, Section Fifteen, including the Units thereof, as hereinafter provided;

DELETE BYLAWS ARTICLE FIVE, SECTION THIRTEEN entitled, "Repair or Reconstruction," in its entirety. Said deletion to be taken from Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq.

INSERT a new BYLAWS ARTICLE FIVE, SECTION THIRTEEN entitled, "Damage and Destruction; Restoration of Buildings." Said new addition, to be added to Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows:

Section Thirteen: Damage and Destruction; Restoration of Buildings.

- A. Damage and Destruction. 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 this Bylaws Article Five, Section Fifteen, Paragraph A 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. Restoration of Buildings.

1. Unless Unit Owners elect not to restore the damaged property as provided for in Declaration Article 15, 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 and Limited Common Elements the Association insures, as well as the doors and windows in the perimeter walls and ceilings of the Unit, 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, if any, or both, will be determined by the Board.
2. If the cost of the repair for the damages or destruction to the Common Elements, including the Limited 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.

3. If the cost of repairs to the Common Elements and the Limited Common Elements it insures 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.
4. If the cost of the repair for the damages or destruction to the Limited Common Elements the Association insures exceeds the amount any insurance proceeds the Association receives, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Elements.
5. After any damage to or destruction to components of their Unit the Unit Owner insures, the Unit Owner insures, the Unit Owner must restore their Unit, 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 Common Elements 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.

DELETE BYLAWS ARTICLE FIVE, SECTION FOURTEEN entitled, "Rehabilitation of Property," in its entirety. Said deletion to be taken from Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq.

INSERT a new BYLAWS ARTICLE FIVE, SECTION FOURTEEN entitled, "Rehabilitation of Property." Said new addition, to be added to Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows:

Section Fourteen: Rehabilitation of Property. 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 untenantable, 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.

DELETE BYLAWS ARTICLE FIVE, SECTION FIFTEEN entitled, "Fire and Extended Coverage Insurance," in its entirety. Said deletion to be taken from Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq.

INSERT a new BYLAWS ARTICLE FIVE, SECTION FIFTEEN entitled, "Insurance." Said new addition, to be added to Page 17 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows:

Section Fifteen: Insurance.

A. Property Insurance

1. 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 Paragraph A, Subparagraph 5 below, on: (i) the insurable improvements installed by the Declarant or the Association comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Unit, (ii) the windows and doors located in the perimeter walls or roof of the Unit, (iii) structural components of the building located within the Unit, and (iv) 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, which excludes the drywall itself (the drywall is a component of the individual Unit). This is commonly known as a "bare walls" Property Insurance policy.
2. 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, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Ashtabula 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. 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.

3. Beneficiary Interests. Subject to the provisions of Paragraph A, Subparagraph 4 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.
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 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. 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 Property Insurance policy.

5. Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Paragraph A, Subparagraph 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, 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 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 Five, Section Fifteen.

6. Responsibility for Damage.

- (a) 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.

- (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, 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.
- 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 Five, Section Fifteen, 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 Paragraph A, Subparagraph 1 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 is to 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, an "Equipment Breakdown Endorsement" or its present day equivalent, and such other endorsements as the Board so decides on.

- B. 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 Five, Section Fifteen, 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.

DELETE BYLAWS ARTICLE FIVE, SECTION SEVENTEEN entitled, "Right of Owners to Insure Units," in its entirety. Said deletion to be taken from Page 18 of

the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq.

INSERT a new BYLAWS ARTICLE FIVE, SECTION SEVENTEEN entitled, "Unit Owner Insurance." Said new addition, to be added to Page 18 of the Bylaws, Exhibit A of the Declaration, as recorded at Ashtabula County Records, Volume 44, Page 5736 et seq., is as follows:

Section Seventeen: Unit Owner Insurance. Unit Owner Insurance. Except as is insured by the Association in accordance with Section A, Paragraph 1 above, each Unit Owner will insure all portions and components of the Unit and Limited Common Elements, from and including the Unit's drywall (attached to the perimeter or interior walls and ceilings of the Unit) in, including:

- A. any wall coverings, paneling, or other finishing material applied to any wall or ceiling;
- B. any finishing materials applied to the floors;
- C. all interior Unit doors, including the frames;
- D. all appliances, including built-in appliances, located within and serving only the Unit;
- E. all utility lines and components located within the Unit and serving only the Unit;
- F. all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit;
- G. all kitchen and bathroom cabinets;
- H. all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Unit wherever located;
- I. the Limited Common Element patio and interior of any

patio court including the pavement and any plantings or other landscaping therein;

- J. and, in addition, all betterments or improvements made by the Unit Owner (or a prior owner of the Owner's Unit) wherever located on the Condominium Property.

Each Unit Owner will also carry insurance on their Unit and the Unit's Limited Common Elements up to the amount of the Association's Property Insurance deductible for any components of the Unit or Unit's Limited Common Elements (or both) that the Association insures. 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 Association. Each Unit Owner will also obtain insurance against liability for events arising or related to the Unit Owner's Unit and Limited Common Elements.

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 Sturgeon Point Homeowners Association has caused the execution of this instrument this 4 day of May, 2018.

STURGEON POINT HOMEOWNERS ASSOCIATION

By: [Signature]
AL SCHRADER, President

By: [Signature]
SHARON LIOTUS, Secretary

STATE OF OHIO)
COUNTY OF Ashkabula) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Sturgeon Point Homeowners 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.

4 I have set my hand and official seal in Geneva, Ohio, this 4 day of May, 2018.

[Signature]
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:



CHRISTINA M. GOODNIGHT, Notary Public
In and for the State of Ohio
Commission Expires November 20, 2023