

Instr: 201404280014926
P: 1 of 9 F: \$88.00 04/28/2014
Rick Campbell 4:07PM COND
Stark County Recorder T20140014428


17th AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
UNIVERSITY COMMONS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP OF UNIVERSITY COMMONS
CONDOMINIUM RECORDED AT INSTRUMENT NO. 2001071085 OF THE
STARK COUNTY RECORDS.

THIS WILL CERTIFY THAT COPIES OF THIS 17TH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR UNIVERSITY
COMMONS CONDOMINIUM HAVE BEEN FILED IN THE OFFICE OF THE
COUNTY AUDITOR, STARK COUNTY, OHIO

DATE: APRIL 28TH, 2014

STARK COUNTY AUDITOR

BY: 
DEPUTY AUDITOR JASON FROST



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17th AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
UNIVERSITY COMMONS CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership of University Commons Condominium (the "Declaration") and the Bylaws of University Commons Condominium (the "Bylaws"), Exhibit 5 to the Declaration, were recorded at Stark County Records Instrument No. 2001071085, and

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

WHEREAS, Declaration Article 24 authorizes amendments to the Declaration and Bylaws Article Eleven authorizes amendments to the Bylaws, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Unit Owners was held on or about November 11, 2013, and, at such meeting and any adjournment, Unit Owners representing not less than 75% 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 "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A and B signed by Unit Owners representing 78.57% 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 78.57% of the Association's voting power authorizing the Association's officers to execute Amendments A and B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 80.35% of the Association's voting power together with the minutes from said meeting and any continuation thereof, and



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WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80.35% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 76.78% 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 76.78% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, copies of the Amendments were mailed to all first mortgagees having bona fide liens of record against any Unit Ownerships as reported by the Unit Owners; and

WHEREAS, there is on file in the Association's records the express or implied consent from at least 12 of said first mortgagees to the Amendments as follows: Friends & Family Credit Unit, PNC Mortgage, Charter One, Croghan Colonial Bank, Chase, Wells Fargo, Huntington Bank, Flastar Bank, First National Bank, and First Merit Bank; and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for University Commons Condominium is hereby amended by the following:

AMENDMENT A

MODIFY SECTION 20 entitled, "Insurance." Said modification, to be made on Pages 15-16 of the Declaration, as recorded at Stark County Records, Instrument No. 2001071085, is as follows (deleted language is crossed-out; new language is underlined):



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Section 20

Insurance

The board of directors of the association, or the managing agent, will obtain and continue in effect insurance against loss by fire or other casualties in form and amounts satisfactory to mortgagees holding first mortgages covering up to seven (7) units, but without prejudice to the right of each unit owner to obtain individual unit insurance as he or she may see fit. The board of directors, or the managing agent, will shall also obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements and limited common elements in such form and amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the board of directors. The board of directors will not obtain insurance for betterments and improvements made to the unit by the unit owner. Insurance for betterments and improvements made to the unit by the unit owner will be obtained and continue in effect by the unit owner. Insurance premiums for such insurance coverage will be a common expense to be paid by monthly assessments levied by the association. These payments will be held in a separate escrow account of the association, and will be used solely for the payment of the insurance premiums as those premiums become due.

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' 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.

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AMENDMENT B

INSERT a new 2nd PARAGRAPH to BYLAWS ARTICLE FIVE, SECTION FIFTEEN entitled, "*Fire and Extended Coverage Insurance.*" Said new additions, to be added on Page 21 of the Bylaws, Exhibit 5 of the Declaration, as recorded at Stark County Records, Instrument No. 2001071085, is as follows:

The Association's Property Insurance may include a reasonable deductible as determined by the Board. 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 of the Unit Owner, then, in such case, the said Unit Owner is responsible for the cost of such loss or repairs to the extent not paid for by (or should have been covered and paid for by) any insurance policy required of the Association, including any deductible amount and costs not paid for due to any insurance deductible amount.

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' insurance deductible 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.

AMENDMENT C

DELETE BYLAWS ARTICLE THREE, SECTION TWO entitled, "*Annual Meetings,*" in its entirety. Said deletion to be taken from Page 8 of the Bylaws, Exhibit 5 of the Declaration, as recorded at Stark County Records, Instrument No. 2001071085.



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INSERT a new BYLAWS ARTICLE THREE, SECTION TWO entitled, "*Annual Meetings*." Said new addition, to be added on Page 8 of the Bylaws, Exhibit 5 of the Declaration, as recorded at Stark County Records, Instrument No. 2001071085, is as follows:

Section Two. *Annual Meetings*. The Association's Annual Meeting will be held at such time, at such place, and on such date during the second calendar quarter of each fiscal year as the Board determines and is stated in the meeting notice, for the election of Directors, the consideration of reports to be laid before the meeting, and the transaction of such other business as is set forth in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the amendment changing the time for holding the annual meeting. 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 in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

MODIFY SECTION 24 entitled, "Amendment of Declaration." Said modification, to be made on Page 17 of the Declaration, as recorded at Stark County Records, Instrument No. 2001071085, is as follows (deleted language is crossed-out; new language is underlined):

Section 24

Amendment of Declaration

This declaration may ~~only~~ be amended by the affirmative vote of those unit owners entitled to exercise not less than 75% of the total

voting power of the unit owners association by an instrument signed by the President and Secretary of the Association clarifying that requisite approvals were obtained in writing, ~~east in person or by proxy at a meeting duly called and held in accordance with the bylaws attached as Exhibit 5, provided, however, that any such amendment shall first have been approved in writing by first mortgagees holding mortgages on up to twelve (12) units.~~ No such amendment will ~~shall~~ be effective until recorded in the office of the recorder of the County of Stark, Ohio.

MODIFY BYLAWS ARTICLE ELEVEN entitled, "Amendments." Said modification, to be made on Page 29 of the Bylaws, Exhibit 5 of the Declaration, as recorded at Stark County Records, Instrument No. 2001071085, is as follows (deleted language is crossed-out; new language is underlined):

Article Eleven

Amendments

Section One. *Amendments.* These bylaws may be amended or supplemented by the vote of those unit owners entitled to exercise at least 75% ~~70 percent~~ or more of the total voting power of the unit owners by an instrument signed by the President and Secretary of the Association clarifying that requisite approvals were obtained in writing at a meeting of unit owners duly called and held for this purpose. Any such amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

Any conflict between these provisions and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment permitting Unit Owners to vote on future amendments without a meeting, removes the requirement to obtain mortgagee consent, and modifies the passing percentage requirement to comply with Ohio law. The invalidity of any part of the above provision will 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 will have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that



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any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said University Commons Condominium Association has caused the execution of this instrument this 21 day of APRIL, 2014.

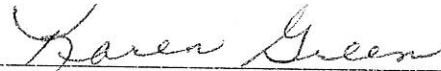
UNIVERSITY COMMONS CONDOMINIUM ASSOCIATION

By:



DAVID NETHERCUTT, its President

By:



KAREN GREEN, its Secretary

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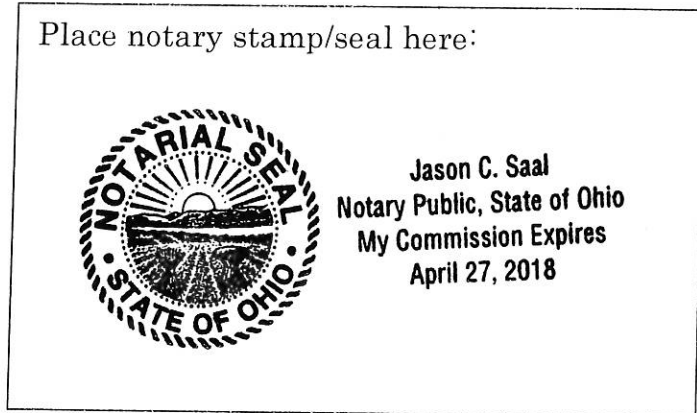
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STATE OF OHIO)
)
COUNTY OF STARK) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named University Commons Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 8 of 9, 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 hereunto set my hand and official seal in NORTH CANTON, Ohio, this 21 day of APRIL, 2014.

Jason C Saal
NOTARY PUBLIC



This instrument prepared by:
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