



55374803

Pg: 1 of 13  
10/05/2006 10:58A  
CONDO 120.00

John A Donofrio, Summit Fiscal Officer

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
THE GEORGETOWN CONDOMINIUM

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF THE GEORGETOWN CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Oct 5, 2006

BY: JOHN A. DONOFRIO  
FISCAL OFFICER

*By D. Taylor, Deputy Auditor*

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP OF  
THE GEORGETOWN CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership of The Georgetown Condominium (the "Declaration") and the Bylaws of The Georgetown Condominium (the "Bylaws"), Exhibit C to the Declaration, were recorded at Summit County Records Volume 5264, Page 147 et seq., and

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

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, Unit Owners representing not less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be added and/or modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment "A" signed by Unit Owners representing 76.25% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.25% of the Association's voting power authorizing the Association's officers to execute the Amendment "A" on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment "B" signed by Unit Owners representing 82.19% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.19% of the Association's voting power authorizing the Association's officers to execute the Amendment "B" on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment "C" signed by Unit Owners representing 82.79% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 82.79% of the Association's voting power authorizing the Association's officers to execute the Amendment "C" on their behalf, and



**55374803**  
Pg: 2 of 13  
10/05/2006 10:58A  
CONDO 120.00

John A Donofrio, Summit Fiscal Officer

WHEREAS, the Association has in its records the signed, written consents to Amendment "D" signed by Unit Owners representing 79.98% of the Association's voting power as of August 1, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 79.98% of the Association's voting power authorizing the Association's officers to execute the Amendment "D" on their behalf, and

WHEREAS, attached hereto as Exhibit A is a Certification of the Association's President and Secretary that the Amendments were duly adopted by the Association's Unit Owners, 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, and

WHEREAS, these Amendments replace in their entirety, the amendments filed with the Summit County Fiscal office on August 7, 2006, at Instrument No. 55353395.

NOW THEREFORE, the Declaration of Condominium Ownership for The Georgetown Condominium is hereby amended by the following:

**AMENDMENT A**

DELETE DECLARATION ARTICLE IX entitled, "Insurance," in its entirety. Said deletion is to be taken from Pages 11-15 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new DECLARATION ARTICLE IX entitled, "Insurance." Said new addition, to be added on Pages 11-15 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

IX. Insurance.

A. Property Insurance

1. Coverage.

(a) Mandatory Coverage. The Association shall carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in subparagraph 5 below, on all of the insurable improvements comprising the Common Elements,



John A Donofrio, Summit Fiscal Officer

**55374803**

Pg: 3 of 13  
10/05/2006 10:58A  
CONDO 120.00

including the Limited Common Elements located outside the bounds of the Apartment, from the exterior surface of the drywall (plasterboard) out, but also including any structural components of the building located within the Apartment, and all personal property as may be owned by the Association 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. This is known as a "bare walls" Property Insurance Policy.

(b) Optional Coverage. The Association may, as the Board so determines, also carry Property Insurance on some or all of the fixtures, structures, betterments and other insurable installations and improvements installed within and/or as part of the Apartments. In deciding whether to increase, or later decrease the scope of Property Insurance coverage permitted by this subparagraph, the Board may, among other factors, consider the Association's insurance claim history, the financial costs to the Association and the individual Apartment Owners, mortgage market requirements, and the overall state of the condominium insurance market. The Board's decision as to the scope of Property Insurance coverage shall be reflected from time to time in the Board's meeting minutes, not the terms of the insurance policy itself. The Apartment Owners shall have the burden to determine whether any portion of the Apartments are insured under the Association's Property Insurance policy; provided, however, that, the Association shall provide the Apartment Owners with at least thirty (30) days prior written notice of any increase or decrease in the scope of Property Insurance coverage, particularly as it pertains to the Apartments.

2. Risks to be Insured and Amount Thereof. The Association's Property Insurance shall protect against loss or damage by fire and hazards now or hereafter embraced by an "all-risk" or special form policy, and all other perils which are customarily covered by similarly constructed and situated condominium associations in Summit County, Ohio. The amount of insurance purchased shall be sufficient to cover the full replacement value, less deductible, of the cost of repair or reconstruction needed to restore the property to the condition it was in immediately prior to the damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage).



55374803  
Pg: 4 of 13  
10/05/2006 10:58A  
CONDO 120.00

3. Beneficiary Interests. Subject to the provisions of subparagraph 4 below, the Association's Property Insurance shall be for the benefit of the Association, each of the Apartment Owners, and the holders of mortgages upon the ownership interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Apartments, if any.

4. Claim Filing. The Board shall have 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; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. 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 shall not give rise to any claim against the Association or the Board.

5. Deductible. The Association's Property Insurance may include a reasonable deductible as determined by the Board. In the absence of any negligence, the deductible shall be paid by the party who would be responsible for the loss or repair in the absence of insurance. In the event of multiple parties or combined claims covered by the Association's Property Insurance policy, the deductible shall be 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 attributable to any Apartment(s) as provided for in this Article IX or the repair of any such Apartment(s), to the Apartment Owner(s) of such Apartment(s).

6. Negligence. Nothing in the Declaration shall be deemed to impose any contractual obligation on the Association for the maintenance, repair or replacement of any portion of the Condominium Property. The Association's liability shall be limited to damages resulting from negligence. If any loss or repair is due to the negligence or intentional act of the Association or an Apartment Owner (or anyone for which either is respectively responsible as provided for in the Declaration), then, in such case, the negligent,



55374803

Pg: 5 of 13  
10/05/2006 10:58A  
CONDO 120.00

John A Donofrio, Summit Fiscal Officer

responsible party, being either the Association or the Apartment Owner, shall be responsible for the full amount of the deductible.

7. Insurance Company Rating. All policies shall 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 "AAA" or better by Best's Insurance Reports, or its present day equivalent.

8. Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article IX, the Board shall have the full right and authority, but not the obligation, to purchase Property Insurance, and/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 ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the designee of FNMA or FHLMC, 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 subparagraph 1(a) above, for less than all the Apartment Owners, the Association may levy a special assessment against only those Apartment Owners so requiring such additional insurance in an amount to be determined by the Board.

9. Disbursement of Excess Insurance Proceeds. The Association shall use insurance proceeds received to defray the cost of repairing the damage to the Common Elements. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association and placed in 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.

B. Apartment Owner Insurance. Except as may be insured by the Association in accordance with Section A, Paragraph 1 above, each Apartment Owner shall separately insure those portions of his/her Apartment and the Limited Common Elements from and including the drywall in, along with any utilities and fixtures that the Apartment Owner must maintain. This includes, without limitation, all fixtures, windows, perimeter and interior doors installations, plaster or plasterboard, wall and floor coverings and improvements within or a part of said Apartment and all utilities within and serving only the said Apartment. The Apartment Owner shall also carry insurance on the Limited Common Elements and



John A Donofrio, Summit Fiscal Officer

55374803

Pg: 6 of 13  
10/05/2006 10:58A  
CONDO 120.00

Apartment 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 Apartment Owner shall insure against loss by fire and other hazards and perils now or hereafter embraced by an "all-risk" or special form policy. Each Apartment Owner shall file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within thirty (30) days of receipt of a request from the Association. Each Apartment Owner shall further separately insure the personal contents of his/her Apartment, as well as any other personal property, which he/she stores elsewhere on the Condominium Property.

C. Damage and Destruction.

1. 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 Apartment Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in an Apartment, to the Board or its agent, his/her right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section A of this Article IX. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Apartment 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.

2. In the event any damage to or destruction of the Common Elements renders seventy percent (70%) or more of the Apartments then comprised within the Condominium Property untenable, the Apartment Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Apartment Owner. In the event of any such sale or a sale of the Condominium Property after such election,



John A Donofrio, Summit Fiscal Officer

55374803

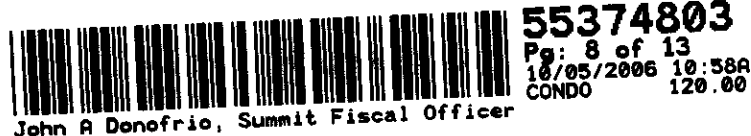
Pg: 7 of 13  
10/05/2006 10:58A  
CONDO 120.00

by agreement of all Apartment 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, shall be considered as one fund and shall be distributed to all Apartment Owners in proportion to their respective percentages of interest in the Common Elements. No Apartment Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Apartment have been paid, released or discharged.

**D. Public Liability Insurance and Other Insurance Coverage.**

1. The Association shall insure itself, the members of the Board, the Apartment Owners and occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Elements, including, without limitation, 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 Two Million Dollars (\$2,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to any one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner. In the event the insurance effected by the Association on behalf of the Apartment Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Elements shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Apartment Owners, and any Apartment Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Elements shall have a right of contribution for the other Apartment Owners according to their respective percentages of interest in the Common Elements. Such policy shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Apartments.

2. Worker's compensation insurance as required by law.





3. Such other insurance as the Declarant prior to the formation of the Association and the Board thereafter may determine, including, without limitation, errors and omissions insurance, liability insurance for Board members and fidelity coverage against dishonest acts of person handling Association funds.

E. Waiver of Subrogation. Each Apartment Owner and occupant, as a condition of accepting title and possession, or either one of such, of an Apartment, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Apartment Owner, occupant or the Association, and the lessees of any one of them, as provided for in this Article IX, 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 hereby 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 shall be interpreted in favor of this revision of the Association's and Owners' property (casualty) insurance obligations as well as property restoration responsibilities. Upon the recording of this Amendment, only Apartment Owners of record at the time of such filing shall have standing to contest the validity of the Amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within the court of common pleas within one year of the recording of the Amendment.



John A Donofrio, Summit Fiscal Officer

55374803

Pg: 9 of 13  
10/05/2006 10:58A  
CONDO 120.00

AMENDMENT B

INSERT a new DECLARATION ARTICLE XI, SECTION I entitled, "Occupancy Restriction." Said new addition, to be added on Page 22 of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

I. Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy an Apartment for any length of time. Any violation of this restriction shall subject the Apartment Owner and/or any occupant of the Apartment to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Apartment Owner or occupant, or anyone visiting any Apartment Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Apartments. Upon the recording of this amendment, only Apartment Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

MODIFY BYLAWS ARTICLE XI, SECTION A. Said modification, to be made on Page 5 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows (deleted language is crossed-out; new language is underlined):

A. The annual members' meeting shall be held anytime within the second calendar quarter ~~at the Condominium at three o'clock P.M., Eastern Standard Time, on the third Friday in February~~ of each year for the purpose of electing Members of the Board of Directors ~~Managers~~ and transacting any other business authorized to be transacted by the members; ~~provided however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday.~~



55374803  
Pg: 10 of 13  
10/05/2006 10:58A  
CONDO 120.00

John A Donofrio, Summit Fiscal Officer

Any conflict between this provision and any other provision of the Declaration and Bylaws shall be interpreted in favor of this amendment changing the time for holding the annual meeting. Upon the recording of this amendment, only Apartment Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT D

DELETE BYLAWS ARTICLE XII, SECTION C, in its entirety. Said deletion is to be taken from Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq.

INSERT a new BYLAWS ARTICLE XII, SECTION C. Said new addition, to be added on Page 7 of the Bylaws, Exhibit C of the Declaration, as recorded at Summit County Records, Volume 5264, Page 147 et seq., is as follows:

C. At the first annual meeting following the passage of this amendment, the first three (3) candidates receiving the greatest percentage of votes shall serve for a three-year (3) term; the next three (3) candidates receiving the next greatest percentage of votes serve for a two-year (2) term, and the next two (2) candidates receiving the next greatest percentage of votes shall serve for a one (1) year term. This is to establish staggered elections with a 3-3-2 rotation. Upon the expiration of the terms of each such Director as stated above, a successor shall be elected to serve a term of three (3) years and all future Directors shall be elected to serve three (3) year terms.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of three (3) years each with staggered elections 3-3-2. Upon the recording of this amendment, only Apartment Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.





EXHIBIT A

CERTIFICATION OF BOARD OFFICERS

The undersigned, being the duly elected and qualified President and Secretary of The Georgetown Condominium Association of Akron, hereby certify that the Amendments to the Declaration and Bylaws were duly adopt in accordance with Article XIV of the Declaration.

*Martin J. Caruso, President*  
MARTIN J. CARUSO, President

*Nancy Patton*  
NANCY PATTON, Secretary

STATE OF OHIO                    )  
                                          )     SS  
COUNTY OF SUMMIT            )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named Martin J. Caruso and Nancy Patton who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Summit City, Akron, Ohio, this 26 day of SEPTEMBER, 2006.

*Susan H. School*  
NOTARY PUBLIC SUSAN H. SCHOOL  
MY COMMISSION EXPIRES DEC. 15, 2008