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Jamie Walters COND

Stark County Recorder

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IX

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
BELDEN PARK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BELDEN PARK CONDOMINIUM RECORDED AT VOLUME 108, PAGE 109 ET SEQ. OF THE STARK COUNTY RECORDS.

THIS WILL CERTIFY THAT COPIES OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR BELDEN PARK CONDOMINIUM HAVE BEEN FILED IN THE OFFICE OF THE COUNTY AUDITOR, STARK COUNTY, OHIO

DATE: Sept 28, 2021

STARK COUNTY AUDITOR

BY: Alan Harold  
AUDITOR Alan Harold

**AMENDMENTS TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**BELDEN PARK CONDOMINIUM**

**RECITALS**

- A. The Declaration of Condominium Ownership for Belden Park Condominium (the "Declaration") was recorded at Stark County Records, Volume 108, Page 109 et seq.
- B. The Belden Park Condominium Association (the "Association") is a corporation consisting of all Unit owners in Belden Park Condominium and as such is the representative of all Unit owners.
- C. Declaration Article IX authorizes amendments to the Declaration and Bylaws.
- D. Unit owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").
- E. As of August 24, 2021, Unit owners representing 75.6 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.
- F. As of August 24, 2021, Unit owners representing 76.92 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.
- G. Attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions in all material respects.
- H. 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.

## AMENDMENTS

The Declaration of Condominium Ownership for Belden Park Condominium is amended by the following:

### AMENDMENT A

DELETE DECLARATION ARTICLE XII entitled, "INSURANCE; LOSSES; BONDS," in its entirety. Said deletion to be taken from Pages 11-13 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq.

INSERT a new DECLARATION ARTICLE XII entitled, "INSURANCE." Said new addition, to be added to Pages 11-13 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

## ARTICLE XII

### INSURANCE

#### Section 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:

(1) the insurable improvements installed by the Declarant or the Association comprising the Common Elements, including the Limited Common Elements;

(2) the windows and doors located in the perimeter walls or roof of the building and the garage door, even though these components are part of the Unit;

(3) structural components of the building located within the Unit; and

(4) 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 wall, floor, and ceiling drywall out, including the drywall itself. This is commonly known as a "bare walls" Property Insurance policy.

(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, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Stark 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.

(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. 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.

(e) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section 1(g) below and only to the extent the Association insures Unit components, 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 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, the Limited Common Elements, 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) as a Special Individual Unit Assessment in accordance with Article XVI, Section 3(c).

(f) Responsibility for Damage.

(1) 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.

(2) 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 XII, 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, 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.

Section 2. Unit Owner Property Insurance Coverage. 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, as defined in Declaration Article V, Section 2, inclusive of and including the following components:

(a) any wall coverings, paneling, or other finishing material applied to or attached to any interior or perimeter wall or ceiling within the Unit;

(b) any finishing materials applied to the floors;

(c) all interior Unit doors, including the frames;

(d) any garage door opener, rails, springs, hardware and all components thereof;

(e) all appliances, including built-in appliances, located within and serving only the Unit;

(f) all utility lines, wiring, and components within and serving only the Unit;

(g) television antennas, satellite dishes, and cables;

(h) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit;

(i) all cabinets;

(j) external utilities, including connections or parts thereof, all heating, air-conditioning, and ventilating fixtures and components, including the furnace, heat pumps, and air-conditioner compressor or unit, including the air-conditioning pad, serving only the Unit wherever located,

(k) attic and crawlspace insulation; and

(l) all betterments or improvements made by the Unit Owner (or a prior owner of the Unit Owner's Unit) wherever located on the Condominium Property.

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 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 if and 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 must also obtain insurance against liability for events arising or related to the Unit owner's Unit and Limited Common Elements.

Section 3. 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 XII, 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.

Section 4. Association General Liability Insurance Coverage. The Association will carry a comprehensive policy of liability insurance covering the Common Elements and insuring the Association, the Board of Directors, the Unit Owners, and Occupants against liability for personal injury, disease, illness, or death, and for injury to or destruction of property resulting or arising from, at a minimum: (i) the operation, maintenance, or use of the Common Elements; (ii) lawsuits related to employment contracts in which the Association is a party; and, (iii) hired automobile, non-owner automobile, and off-premises employee claims. The Association's liability insurance will afford protection to a limit of not less than \$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 \$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. If the insurance the Association obtains on behalf of the Unit Owners and Occupants against liability for personal injury or property damage arising from or relating to the Common Elements does not, for any reason, fully cover a given liability, the amount of any deficit is a Common Expense to the Unit Owners, and any Unit Owner who has paid all or any portion of the deficiency in an amount exceeding their proportionate share of the deficit based on the Unit Owner's ownership interest has a right of contribution from the other Unit Owners according to their respective ownership interests in the Common Elements. The policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

Section 5. Worker's Compensation Coverage. The Association must carry worker's compensation insurance as required by law.

Section 6. Theft of Funds Coverage. The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds.

Section 7. Other Association Insurance. The Association may carry such other insurance as the Board may determine, including, errors and omissions insurance, liability insurance for Directors, and cybersecurity insurance.

INSERT a new DECLARATION ARTICLE XIII, Section 3 entitled, "Restoration of Property." Said new addition, to be added to Pages 14 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

Section 3. Restoration of Property.

(a) Common Elements. Unless Unit owners elect not to restore the damaged property as provided for in Article XIII, Section 1 above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use the insurance proceeds received to defray the cost of repairing and reconstructing the damage to or destruction of the Common Elements, Limited Common Elements the Association insures, substantially as those Elements existed immediately before the damage or destruction. However, the Board may provide for the use of new or alternative materials as the Board reasonably determines are in the Association's best interest.

(b) Units and Improvements.

(i) By Association. Unless Unit Owners elect not to restore the damaged property as provided for in Declaration Article XIII, Section (1) above, following the occurrence of a casualty to portions of a Unit for which the Association receives insurance proceeds, the Association will repair and reconstruct the portions and components of the Unit the Association insures, as those portions and components of the Unit existed immediately before the damage or destruction.

(ii) By Unit Owner. Unless Unit Owners elect not to restore the damaged property as provided for in

Declaration Article XIII, Section (1), the Owner of the Unit will restore their Unit, including any Improvement(s), and any other property the Unit Owner is to insure, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and from time to time, in its sole discretion, establish and must complete the restoration within eight months after the damage or destruction.

(c) Insufficient Insurance Proceeds.

(i) Common Elements. If the cost of the repair by the Association for the damages or destruction to the Common Elements exceeds the amount of the insurance proceeds the Association receives, the 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 any 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, so determines. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(ii) Limited Common Elements and Unit. If the cost of repair by the Association for the damages to the Limited Common Elements or a given Unit that the Association insures exceeds, the amount of the insurance proceeds the Association receives, the Association will assess the Owner of the affected Unit or assigned Limited Common Elements to cover the difference.

(iii) Multiple Portions of the Condominium Property. 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 insurance proceeds will be

allocated as provided for in Declaration Article XII, Section 1(e).

(d) Excess Insurance Proceeds. If the cost of repairs to any part of the Condominium Property the Association insures is less than the amount of the insurance proceeds, the Association will retain the excess in either the reserve maintenance fund or in any other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the 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. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

#### AMENDMENT B

INSERT a new DECLARATION ARTICLE XX, SECTION 6 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 24 of the Declaration, as recorded at Stark County Records, Volume 108, Page 109 et seq., is as follows:

##### Section 6. Notices and Other Actions and Communications.

(a) Service of Notices on the Association and Board.  
All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent (1) by regular U.S. mail, first-class postage prepaid, or (2) delivered in accordance with Paragraph (c) below, to the Board President, to any two other Board members, to the Association at the address of the Condominium Property, to the

Association's manager or management company, if any, or to any other address as the Board may designate by written notice to all Unit owners.

(b) Service of Notices on Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit owner will be in writing and is deemed effectively given if it has been (1) personally delivered to the Unit owner, (2) placed under or attached to the front or main entry door of the Unit owner's Unit, (3) sent by regular U.S. mail, first-class postage prepaid, to the Unit owner's Unit address or to another address the Unit owner designates in writing to the Board, or (4) delivered in accordance with Section 6(c) below. If there is more than one person owning a single Unit, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Unit.

(c) New Communication Technologies.

(1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Section 6(a) and (b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(a) any notice required in the Declaration or Bylaws to be sent or received;

(b) any signature, vote, consent, or approval required to be obtained; and

(c) any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is subject to the following:

(a) The Association may use electronic mail or other transmission technology to send any required notice only to Unit owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with Section 6(b) above.

(b) For voting on matters other than the election of Board members, the Association may provide for voting by electronic mail or other transmission technology.

(c) An electronic mail or transmission technology to a Unit owner is not considered delivered and effective if the Association's transmission to the Unit owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit owner becomes known to the Person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit owner in accordance with Section 6(b) above.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Belden Park Condominium Association has caused the execution of this instrument this 7 day of SEPTEMBER, 2021.

BELDEN PARK CONDOMINIUM ASSOCIATION

By: Pamela M Robson  
PAMELA M. ROBSON, President

By: Rosemary A Anderson  
ROSEMARY A. ANDERSON, Secretary

The following are the names of the persons who have been  
 identified as having been in contact with the subject  
 of this investigation, and who have been identified as  
 having been in contact with the subject of this investigation  
 in the past. The names of the persons who have been  
 identified as having been in contact with the subject  
 of this investigation in the past are listed below.

to the extent of his power and influence; and subject to  
the approval of the Board of Directors.

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1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

the 1990s, the number of people in the United States who are 65 years of age or older is projected to increase from 20 million to 35 million, and the number of people 75 years of age or older is projected to increase from 10 million to 17 million (U.S. Census Bureau, 1996). The number of people 85 years of age or older is projected to increase from 2 million to 4 million (U.S. Census Bureau, 1996). The number of people 90 years of age or older is projected to increase from 500,000 to 1 million (U.S. Census Bureau, 1996). The number of people 95 years of age or older is projected to increase from 100,000 to 200,000 (U.S. Census Bureau, 1996). The number of people 100 years of age or older is projected to increase from 10,000 to 20,000 (U.S. Census Bureau, 1996).

the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.5 billion, from 1.1 billion in 1990 to 2.6 billion in 2010. The number of people aged 65 and over is expected to increase by 1.1 billion, from 350 million in 1990 to 1.4 billion in 2010. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2010. The number of people aged 65 and over is expected to increase by 1.1 billion, from 350 million in 1990 to 1.4 billion in 2010. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2010.

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STATE OF OHIO

COUNTY OF STARK

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**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above-named Belden Park Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 15 of 17, 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 this 7 day of SEPTEMBER, 2021.

  
NOTARY PUBLIC

Place notary stamp/seal here:



Jason C. Saal  
Notary Public, State of Ohio  
My Commission Expires  
April 29, 2023

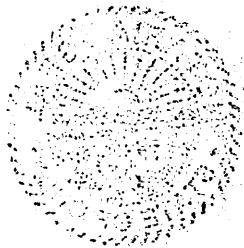
This instrument prepared by:  
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WYOMING PUBLIC SAFETY  
ADMINISTRATIVE SERVICES  
JANUARY 6, 1983



The following are the names of the  
 individuals who have been identified  
 as having been involved in the  
 activities of the group during the  
 period of the investigation. The names  
 are listed in alphabetical order of  
 the last name.

11/10/2007

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO                     )  
  )  
COUNTY OF STARK             )

SS

PAMELA M. ROBSON and ROSEMARY A. ANDERSON, being the duly elected and acting President and Secretary of the Belden Park Condominium Association, certify that the Amendments to the Declaration of Condominium Ownership for Belden Park Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

Pamela M Robson  
PAMELA M ROBSON, President

Rosemary Anderson  
ROSEMARY A. ANDERSON, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named PAMELA M. ROBSON and ROSEMARY A. ANDERSON who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 7 day of SEPTEMBER, 2021.

Jason C Saal  
NOTARY PUBLIC

