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Montgomery County, OH
Brandon C. McClain County Recorder
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11:03am SEPTEMBER 13, 2019
KARL L. KEITH, COUNTY AUDITOR

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**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION AND
BY-LAWS OF TIFTON GREENS CONDOMINIUM**

This will certify that a copy of the Second Amendment to the Amended and Restated Declaration and By-Laws of Tifton Greens Condominium has been filed in the office of the County Auditor, Montgomery County, Ohio, this 27th day of August, 2019.

MONTGOMERY COUNTY AUDITOR

Karl L. Keith

By: _____

Prepared by:

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ABC

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**SECOND AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION AND BY-LAWS OF TIFTON GREENS CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership of Tifton Greens Condominium was recorded on January 25, 1988 in Deed Book 88-0037, Page A01 of the Official Records of Montgomery County, Ohio (the "Declaration"); and

WHEREAS, the By-Laws for Tifton Greens Condominium Association, Inc. were attached as Exhibit F to the Declaration and are recorded in Deed Book 88-0038, Page A05 of the Montgomery County, Ohio Recorder's Office (the "By-Laws"); and

WHEREAS, the First Amendment to the Declaration was recorded on March 15, 1988 in Deed Book 88-0134, Page C08 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Second Amendment to the Declaration was recorded on May 23, 1988 in Deed Book 88-0282, Page A01 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Third Amendment to the Declaration was recorded on July 6, 1988 in Deed Book 88-0391, Page C07 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Fourth Amendment to the Declaration was recorded on May 2, 1989 in Deed Book 89-0228, Page A07 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Fifth Amendment to the Declaration was recorded on June 6, 1989 in Deed Book 89-0306, Page A06 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Sixth Amendment to the Declaration was recorded on February 9, 1990 in Deed Book 90-0077, Page A01 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Seventh Amendment to the Declaration was recorded on July 30, 1990 in Deed Book 90-0403, Page A12 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Eighth Amendment to the Declaration was recorded on September 16, 1991 in Deed Book 91-0512, Page B03 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Ninth Amendment to the Declaration was recorded on June 25, 1992 in Deed Book 92-0366, Page C04 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Tenth Amendment to the Declaration was recorded on September 15, 1992 in Deed Book 92-0537, Page C03 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Eleventh Amendment to the Declaration was recorded on September 15, 1992 in Deed Book 92-0537, Page C11 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Twelfth Amendment to the Declaration was recorded on December 9, 1992 in Deed Book 92-0722, Page C01 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Thirteenth Amendment to the Declaration was recorded on August 19, 1993 in Deed Book 93-0523, Page A01 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Fourteenth Amendment to the Declaration was recorded on November 5, 1993 in Deed Book 93-0713, Page D01 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Fifteenth Amendment to the Declaration was recorded on December 1, 1993 in Deed Book 93-0763, Page D07 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Sixteenth Amendment to the Declaration was recorded on May 10, 1994 in Deed Book 94-0294, Page B06 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Seventeenth Amendment to the Declaration was recorded on May 20, 1994 in Deed Book 94-0317, Page C04 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Eighteenth Amendment to the Declaration was recorded on May 20, 1994 in Deed Book 94-0317, Page D02 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Nineteenth Amendment to the Declaration was recorded on May 20, 1994 in Deed Book 94-0317, Page D12 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the Amended and Restated Declaration of Condominium Ownership of Tifton Greens Condominium (hereafter "Amended and Restated Declaration") was recorded on May 25, 2011 as Instrument Number 2011-00031208 of the Montgomery County Records; and

WHEREAS, the First Amendment to the Amended and Restated Declaration was recorded on September 3, 2019 as Instrument Number 2019-00047427 of the Montgomery County Records; and

WHEREAS, the Amended and Restated By-Laws of Tifton Greens Condominium Association, Inc., (hereafter, "Association") were recorded as Exhibit C to the Amended and Restated Declaration;

WHEREAS, the Declaration, By-Laws, and all amendments thereto are binding on the properties described in Exhibit "A" attached hereto; and

WHEREAS, Article XVI of the Amended and Restated Declaration provides that the Amended and Restated Declaration may be amended by the affirmative vote of at least 75% of the voting power of the Association; and

WHEREAS, there are no holders, insurers, or guarantors of any first mortgage who have provided written request to the Association pursuant to Article XV, Section 1 of the Amended and Restated Declaration; and

WHEREAS, the Limited Common Element of the Tifton Green Condominium is defined in Section 14 of the Definitions Section of the Amended and Restated Declaration, and are designated on the Drawings of the Condominium, and are described in Article VI, Section 2 of the Amended and Restated Declaration, as well as Section 5311.01(W) of Chapter 5311 of the Ohio Revised Code.

NOW THEREFORE, in accordance with Article XVI of the Amended and Restated Declaration, the Amended and Restated Declaration is hereby amended as follows:

1. The following paragraph shall be added to the end of **Article VIII, Section 1** of the Amended and Restated Declaration:

"Landscaping in the patio area shall be deemed an improvement such that the Association shall not be responsible for maintenance, repair or replacement of the same. Unit Owners shall be responsible for maintenance, repair and replacement of improvement in the patio areas. Landscaping shall include but not be limited to trees, shrubs and flower beds. Should any part of the Landscaping within a Unit's Limited Common Element cause damage to any part of the Condominium Property, then the Owner of the Unit to which the subject Limited Common Element is appurtenant shall be financially responsible for repairing the damage to the Condominium Property and shall be subject to a Special Individual Unit Assessment for such repair. As such, Unit Owners should take measures to assure trees and other Landscaping described above are healthy and maintained and all Owners are on notice by this amendment that if a tree or Landscaping located in said Unit Owner's Limited Common Element should fall and cause damage, that Unit Owner bears the financial burden of the same."

2. **Article X, Section 1(F)** of the Amended and Restated Declaration shall be deleted and replaced with the following:

“Shall have a deductible as is determined by the Board of Directors. When choosing a deductible amount, the Board of Directors shall weigh the cost of having claims made on the Association’s policy as well as the cost of policy premiums. In the event that a property loss occurs and a claim is submitted against the insurance policy obtained by the Association (indicating the estimated damage caused by the insurable loss is greater than the deductible of the Association’s insurance policy, otherwise no claim will be made), the responsibility for the deductible payment shall be determined as described below.

- i. Unless otherwise provided in the Declaration, if all damage caused by the event that led to the insurance claim was suffered upon the Association’s Common Element, then the deductible shall be the financial responsibility of all Unit Owners in their proportionate share of ownership of the Common Element and all Unit Owners shall obtain personal insurance coverage that would cover the cost of the deductible (i.e., loss assessment coverage) in this scenario if the Association levies an assessment for the same;
- ii. If all damage caused by the event that led to the insurance claim was suffered by one Unit, then that Unit Owner shall be financially responsible for the deductible payment and said owner shall obtain personal insurance coverage that would cover the cost of the deductible for the same;
- iii. If all damage caused by the event that led to the insurance claim was suffered upon any Unit’s Limited Common Element, then the financial responsibility of the deductible shall be borne the Unit Owner whose Unit is appurtenant to that Limited Common Element and such Unit Owners shall obtain personal insurance coverage that would cover the cost of the deductible for the same;
- iv. If damage caused by the event that led to the insurance claim was suffered by more than one area (ex. Unit and Common Element, or several Units, etc.), then the deductible shall be charged to the responsible parties (Association for Common Element, Unit Owner for Unit or Limited Common Element) in proportion to the responsible parties’ share of overall damage. For example, if a loss of \$100,000.00 occurs to Units X and Y, in the amount of \$40,000.00 to Unit X and \$60,000.00 to Unit Y, then the Owner of Unit X is responsible for 40% of the deductible and the Owner of Unit Y is responsible for 60% of the

deductible. All Unit Owners shall obtain personal insurance coverage that would cover the cost of the deductible for the same;

- v. If a Unit Owner does not have separate, personal insurance to cover any deductible that is the responsibility of said Unit Owner, it shall be the personal responsibility of said Unit Owner, and subject to a Special Individual Unit Assessment by the Association. Such Special Individual Unit Assessment shall be levied by the affirmative vote of a majority of the Board of Directors and shall be due upon the date provided in the written notice to the Unit Owner by the Association. If not paid on the date due, the Special Individual Unit Assessment shall be subject to the lien and foreclosure provisions of this Declaration.”

3. **Article X, Section 7** of the Amended and Restated Declaration shall hereby be deleted and replaced with the following:

Unit Owners' Insurance. Each Unit Owner, at his/her sole expense, shall obtain, maintain, and provide evidence of coverage and payment therefor to the Association for: (i) property insurance covering their personal property or chattels in the Unit and anywhere on the Condominium Property, including but not limited to furniture and personal property and appliances and any fixtures/equipment, if any, not covered by the master policy; (ii) liability insurance for bodily injury, including deaths of persons and property damage arising out of injuries and/or property damage arising out of occupancy in his Unit and Limited Common Element, or that that may occur in the Unit or on Limited Common Element appurtenant to said Unit, in an amount adequate as determined from time to time by the Board of Directors; and (iii) insurance that will cover the deductible of any claim made against the Association's insurance for damage to any part of the Condominium Property for which said Unit Owner is determined by the Declaration and/or the Board of Directors to be responsible (sometimes called "loss assessment coverage"); and (iv) living expenses. It shall be the Unit Owner's responsibility to obtain this coverage and in the event that a Unit Owner does not comply with the requirements of this Section, the Unit Owner, and not the Association, shall be personally responsible for any financial deficiency resulting from the Unit Owner failing to obtain the appropriate coverage. All such insurance separately carried by an Owner shall contain a waiver of subrogation rights by the carrier as to the Association, its Officers and Directors, all other Unit Owners and Occupants, but only to the extent of actual recovery of insurance proceeds under or pursuant to such policy.

It shall be the Unit Owners' responsibility to assure that he/she has obtained proper coverage by providing all insurance provisions of the Declaration and the policy and

deductible information of the Association's insurance to the Unit Owners' personal insurance agent prior to obtaining coverage (or to verify existing coverage is sufficient).

Except as amended herein, the Amended and Restated Declaration and By-Laws remain in full force and effect.

TIFTON GREENS CONDOMINIUM ASSOCIATION, INC.

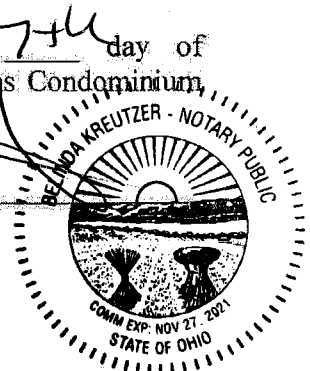
An Ohio non-profit corporation

Edmund G. Hilton II
By: Edmund G. Hilton II President

STATE OF OHIO)
COUNTY OF Crawford) SS:

The foregoing instrument was acknowledged before me this 7th day of August, 2019 by Edmund Hilton II the President of Tifton Greens Condominium Association, Inc. an Ohio non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public



PRESIDENT'S CERTIFICATION

In witness whereof, Edmund Hilton II the President of Tifton Greens Condominium Association, Inc., an Ohio non-profit corporation, hereby certifies that this First Amendment to the Amended and Restated Declaration and By-Laws was approved by at least 75% of the Unit Owners.

TIFTON GREENS CONDOMINIUM ASSOCIATION, INC.

An Ohio non-profit corporation

Edmund G. Hillard II
By: EDMUND G. HILLARD II, President

STATE OF OHIO)
) SS:
COUNTY OF Corcoso)

The foregoing instrument was acknowledged before me this 7th day of August, 2019 by Edmund Hillard II the President of Tifton Greens Condominium Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public



SECRETARY'S CERTIFICATION

In witness whereof, Marilyn Weeda Secretary of the Tifton Greens Condominium Association, Inc., Inc., an Ohio non-profit corporation, being duly cautioned and sworn, hereby attests and certifies that requisite vote was obtained to pass this amendment as confirmed in the President's Certification.

**TIFTON GREENS CONDOMINIUM
ASSOCIATION, INC.**
An Ohio Non-profit Corporation

By: Marilyn Weeda
Marilyn Weeda, Secretary

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 7th day of AUGUST, 2019, by Marilyn Weeda, Secretary of Tifton Greens Condominium Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Kimberly A. Hilton

Notary Public

My Commission expires:

Prepared by:

Lisa M. Conn, Esq.

Cuni, Ferguson, & LeVay Co., L.P.A.

10655 Springfield Pike

Cincinnati, Ohio 45215-1120

513.771.6768 – Telephone

513.771.6781 – Facsimile

Email: lmc@cfl-law.com

KIMBERLY A HILTON, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 10, 2021



Exhibit A
Legal Description

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Buildings 5 and 6, Units 13 through 18, inclusive, of Tifton Greens Condominium, Phase I, Section I, as formed by the Declaration of Condominium Ownership of Tifton Greens Condominium was recorded on January 25, 1988 in Deed Book 88-0037, Page A01 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 133, Page 27, 27A, 27B, and 27C of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 2, Units 10 through 12, inclusive, of Tifton Greens Condominium, Phase I, Section I, as formed by the First Amendment to the Declaration was recorded on March 15, 1988 in Deed Book 88-0134, Page C08 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 134, Pages 9, 9A, and 9B of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Buildings 7 and 8, Units 4 through 9, inclusive, of Tifton Greens Condominium, Phase I, Section I, as formed by the Second Amendment to the Declaration was recorded on May 23, 1988 in Deed Book 88-0282, Page A01 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 135, Pages 5, 5A, 5B, 5C, 5D and 5E of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Buildings 3 and 4, Units 19 through 25, inclusive, of Tifton Greens Condominium, Phase I, Section I, as formed by the Third Amendment to the Declaration was recorded on July 6, 1988 in Deed Book 88-0391, Page C07 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 135, Pages 41, 41A, 41B, 42, 42A, and 42B of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 10, Units 30 through 32, inclusive, of Tifton Greens Condominium, Phase I, Section II, as formed by the Fourth Amendment to the Declaration was recorded on May 2, 1989 in Deed Book 89-0228, Page A07 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 139, Pages 36, 36A, and 36B of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 12, Units 35 through 37, inclusive, of Tifton Greens Condominium, Phase I, Section II, as formed by the Fifth Amendment to the Declaration was recorded on June 6, 1989 in Deed Book 89-0306, Page A06 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 140, Pages 8, 8A, and 8B of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 11, Units 33 through 34, inclusive, of Tifton Greens Condominium, Phase I, Section II, as formed by the Sixth Amendment to the Declaration was recorded on February 9, 1990 in Deed Book 90-0077, Page A01 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 142, Pages 13, 13A, and 13B of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 1, Units 1 through 3, inclusive, of Tifton Greens Condominium, Phase I, Section I, and Building 9, Units 26 through 29, inclusive, of Tifton Greens Condominium, Phase I, Section II, as formed by the Eighth Amendment to the Declaration was recorded on September 16, 1991 in Deed Book 91-0512, Page B03 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 147, Pages 37, 37A, and 37B and Plat Book 147, Pages 38, 38A, and 38B of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 13, Units 38 through 41, inclusive, of Tifton Greens Condominium, Phase II, Section II, as formed by the Ninth Amendment to the Declaration was recorded on June 25, 1992 in Deed Book 92-0366, Page C04 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 150, Pages 24 and 24A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 15, Units 46 through 49, inclusive, of Tifton Greens Condominium, Phase II, Section II, as formed by the Eleventh Amendment to the Declaration was recorded on September 15, 1992 in Deed Book 92-0537, Page C11 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 151, Pages 11 and 11A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 14, Units 42 through 45, inclusive, of Tifton Greens Condominium, Phase II, Section II, as formed by the Twelfth Amendment to the Declaration was recorded on December 9, 1992 in Deed Book 92-0722, Page C01 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 152, Pages 18 and 18A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Buildings 22 and 23, Units 50 through 55, inclusive, of Tifton Greens Condominium, Phase III, Section III, as formed by the Thirteenth Amendment to the Declaration was recorded on August 19, 1993 in Deed Book 93-0523, Page A01 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 154, Pages 23, 23A, and 23B of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 16, Units 56 through 58, inclusive, of Tifton Greens Condominium, Phase III,

Section IV, as formed by the Fourteenth Amendment to the Declaration was recorded on November 5, 1993 in Deed Book 93-0713, Page D01 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 155, Pages 12 and 12A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 17, Units 59 through 61, inclusive, of Tifton Greens Condominium, Phase III, Section V, as formed by the Fifteenth Amendment to the Declaration was recorded on December 1, 1993 in Deed Book 93-0763, Page D07 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 155, Pages 22 and 22A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 18, Units 62 through 64, inclusive, of Tifton Greens Condominium, Phase III, Section VI, as formed by the Sixteenth Amendment to the Declaration was recorded on May 10, 1994 in Deed Book 94-0294, Page B06 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 156, Pages 38 and 38A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 19, Units 65 through 68, inclusive, of Tifton Greens Condominium, Phase III, Section VII, as formed by the Seventeenth Amendment to the Declaration was recorded on May 20, 1994 in Deed Book 94-0317, Page C04 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 156, Pages 42 and 42A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 21, Units 69 through 72, inclusive, of Tifton Greens Condominium, Phase III, Section VIII, as formed by the Eighteenth Amendment to the Declaration was recorded on May 20, 1994 in Deed Book 94-0317, Page D02 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 156, Pages 43 and 43A of the Montgomery County Recorder's Office.

Situate in Section 20, Town 2, Range 6 MRs, City of Centerville, Montgomery County, Ohio and being Building 20, Units 73 through 74, inclusive, of Tifton Greens Condominium, Phase III, Section IX, as formed by the Nineteenth Amendment to the Declaration was recorded on May 20, 1994 in Deed Book 94-0317, Page D12 of the Official Records of Montgomery County, Ohio, the plat of which is recorded in Plat Book 156, Pages 44 of the Montgomery County Recorder's Office.