

Amended



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CONDO 76.00

John A Donofrio, Summit Fiscal Officer

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CROSSINGS AT NORTHWEST CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CROSSINGS AT NORTHWEST CONDOMINIUM RECORDED AT INSTRUMENT NO. 54772422, OF THE SUMMIT COUNTY RECORDS AND THE BYLAWS OF CROSSINGS AT NORTHWEST UNIT OWNERS ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 55397481.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CROSSINGS AT NORTHWEST CONDOMINIUM WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: Sept 17, 2007

BY: JOHN A. DONOFRIO
FISCAL OFFICER

By O. Taylor, Deputy Auditor

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CROSSINGS AT NORTHWEST CONDOMINIUM**

WHEREAS, the Declaration of Condominium Ownership for Crossings at Northwest Condominium (the "Declaration") was recorded at Summit County Records Instrument No. 54772422, and the Bylaws of Crossings at Northwest Unit Owners Association, Inc. (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Summit County Records Instrument No. 55397481, and

WHEREAS, the Crossings at Northwest Unit Owners Association, Inc. (the "Association") is a corporation consisting of all Unit owners in Crossings at Northwest and as such is the representative of all Unit owners, and

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

WHEREAS, Unit owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be added (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit owners representing 82.35% of the Association's voting power as of July 22, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 82.35% of the Association's voting power authorizing the Association's officers to execute 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 75.00% of the Association's voting power as of July 22, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 75.00% of the Association's voting power authorizing the Association's officers to execute Amendment B 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 in accordance with the Declaration provisions, and


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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.

NOW THEREFORE, the Declaration of Condominium Ownership for Crossings at Northwest Condominium is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION 2(r) entitled, "Occupancy Restriction." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Instrument No. 54772422, is as follows:

(r) 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 a Unit and/or enter onto or remain in or on the Condominium Property for any length of time. Any violation of this restriction shall subject the Unit owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit owner or Occupant, or anyone visiting any Unit 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 Units. Upon the recording of this amendment, only Unit 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.



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AMENDMENT B

INSERT a new DECLARATION ARTICLE VII, SECTION 7 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 12 of the Declaration, as recorded at Summit County Records, Instrument No. 54772422, is as follows:

Section 7. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors (f.k.a "Board of Managers" and/or "Board of Trustees") or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

(a) Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the

provisions of Section 1702.12(E) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Indemnification by Unit Owners. The Board members and officers of the Association shall not be personally liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit owners shall indemnify, defend, and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Unit owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit owner's pro rata share bears to the total percentage interest of all the Unit owners as Members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Unit 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.



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IN WITNESS WHEREOF, the said Crossings at Northwest Unit Owners Association, Inc. has caused the execution of this instrument this 22nd day of August, 2007.

CROSSINGS AT NORTHWEST UNIT OWNERS ASSOCIATION, INC.

By: John M. Hearty
JOHN HEARTY, its President

By: Bonnie Butson
BONNIE BUTSON, its Secretary

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Crossings at Northwest Unit Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 7, 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 Tallmadge, Ohio, this 22nd day of August, 2007.

Donald Stansberry
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 01/22/12

Donald Stansberry
NOTARY PUBLIC

AM
EW
This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square, #2000
Cleveland, Ohio 44113
(216) 696-0650



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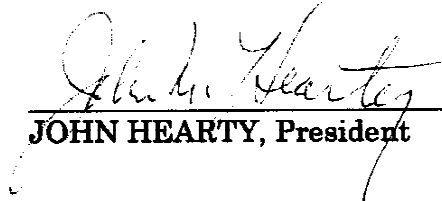
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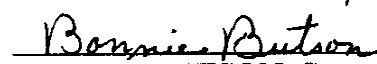
EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of the Crossings at Northwest Unit Owners Association, Inc., hereby certifies that the Association received the signed, written consents of Unit owners representing 82.35% and 75.00%, respectively of the Association's voting power in favor of Amendment A and B to the Declaration in accordance with the provisions of Declaration Article XIX and caused such signed, written consents to be filed with the corporate records for Crossings at Northwest Unit Owners Association, Inc.




JOHN HEARTY, President



BONNIE BUTSON, Secretary

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named **JOHN HEARTY AND BONNIE BUTSON** who acknowledges 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 Wadsworth, Ohio, this 22nd day of August, 2007.



NOTARY PUBLIC

Donald Stansberry
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 01/22/12