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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.

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: 3/22/08

BY: JOHN A. DONOFRIO  
FISCAL OFFICER

By: [Signature]  
Tom Minninger

John A Donofrio, Summit Fiscal Officer  
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**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") 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 matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit owners representing 75.74% of the Association's voting power as of July 10, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit owners representing 75.74% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and Secretary that the Amendment was duly adopted in accordance with the Declaration provisions, 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.

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

**DELETE DECLARATION ARTICLE III, SECTION 2(g) entitled, "Renting and Leasing," in its entirety.** Said deletion to be taken from Pages 5-6 of the Declaration, as recorded at Summit County Records, Instrument No. 54772422, and as amended at Instrument No. 55397481.

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INSERT a new DECLARATION ARTICLE III, SECTION 2(g) entitled, "Leasing of Units." Said new addition, to be added on Pages 5-6 of the Declaration, as recorded at Summit County Records, Instrument No. 54772422, and as amended at Instrument No. 55397481, is as follows:

(g) Leasing of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Unit owners, subject to the following:

- (1) This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit owner; or, (b) any Unit owner leasing or renting his/her Unit at the time of recording of this amendment with the Summit County Fiscal Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit owner.
- (2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit owner has the right to lease his/her Unit, provided the Unit owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.
- (3) In no event shall a Unit be rented or leased by the Unit owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.
- (4) Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Board. Any land contract not recorded shall be considered an impermissible lease.
- (5) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and



regulations. The Unit owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

- (6) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit owner's agent, in the name of the Unit owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing 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.



IN WITNESS WHEREOF, the said Crossings at Northwest Unit Owners Association, Inc. has caused the execution of this instrument this 13<sup>th</sup> day of August, 2008.

CROSSINGS AT NORTHWEST UNIT OWNERS ASSOCIATION, INC.

By: John 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 5 of 6, 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 Talmadge, Ohio, this 13<sup>th</sup> day of August, 2008.

Donald Stensberry  
NOTARY PUBLIC

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

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

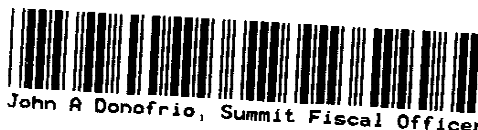
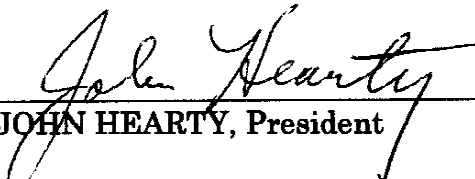
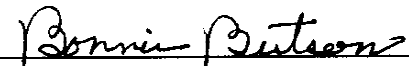


EXHIBIT A

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 75.74% of the Association's voting power in favor of the Amendment 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 Tallmadge, Ohio, this 13<sup>th</sup> day of August, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC

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

Pat



John A Donofrio, Summit Fiscal Officer

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