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AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS  
FOR  
CHARLESTON PLACE OF SUMMIT COUNTY  
HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CHARLESTON PLACE OF SUMMIT COUNTY HOMEOWNERS ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 54845345 AND THE CODE OF REGULATIONS FOR CHARLESTON PLACE OF SUMMIT COUNTY HOMEOWNERS ASSOCIATION, INC. RECORDED AT SUMMIT COUNTY RECORDS INSTRUMENT NO. 55505182 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CHARLESTON PLACE OF SUMMIT COUNTY HOMEOWNERS ASSOCIATION, INC. WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

**JOHN A. DONOFRIO**

DATED: 8-2-10

BY: Jay O. Curry  
 FISCAL OFFICER  
 JAY O. CURRY



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AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR CHARLESTON PLACE OF SUMMIT  
COUNTY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Charleston Place of Summit County Homeowners Association, Inc. (the "Declaration"), was recorded at Summit County Records Instrument No. 54845345, and

WHEREAS, the Code of Regulations for Charleston Place of Summit County Homeowners Association, Inc. (the "Code"), was recorded at Summit County Records Instrument No. 55505182, and

WHEREAS, the Charleston Place of Summit County Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Charleston Place and as such is the representative of all Owners, and

WHEREAS, Article XIV of said Declaration authorizes amendments to the Declaration and Code Article VII, Section 6 authorizes amendments to the Code, and

WHEREAS, Owners representing 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 75% of the Association's voting power as of April 13, 2010, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 75% 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 Owners representing 83% of the Association's voting power as of April 13, 2010, and



WHEREAS, the Association has in its records the power of attorney signed by Owners representing 83% 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 from the Association's President and Secretary certifying that the proper notices were sent and that the requisite vote was obtained, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Charleston Place of Summit County Homeowners Association, Inc. and the Code of Regulations for Charleston Place of Summit County Homeowners Association, Inc. are hereby amended by the following:

AMENDMENT A

INSERT a new CODE ARTICLE III, SECTION 18 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 6 of the Code, as recorded at Summit County Instrument No. 55505182, is as follows:

Section 18. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors 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 required above 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, this Code 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 Owners. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The 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 this Code. 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 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 Owners 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 Owner's pro rata share bears to the total percentage interest of all the Owners as Members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Code of Regulations 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 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 B

INSERT a new DECLARATION ARTICLE IX, SECTION 9.1.11 entitled, "Occupancy Restriction." Said new addition, to be added on Page 15 of the Declaration, as recorded at Summit County Records, Instrument No. 54845345, is as follows:

9.1.11 Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or

renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any 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 Code of Regulations shall be interpreted in favor of this restriction on the occupancy of Lots. Upon the recording of this amendment, only 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 Charleston Place of Summit County Homeowners Association, Inc. has caused the execution of this instrument this 19 day of July, 2010.

CHARLESTON PLACE OF SUMMIT COUNTY  
HOMEOWNERS ASSOCIATION, INC.

By:

  
PHIL KRUMLAUF, its President

By:

  
ERIC PRAYNER, its Secretary



STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Charleston Place of Summit County Homeowners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 8, 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 Uniontown, Ohio, this 19<sup>th</sup> day of July, 2010.

David W Kaman  
NOTARY PUBLIC

Place notary stamp/seal here:



DAVID W. KAMAN  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission  
Has No Exp. Date  
Sec. 147.03 O.R.C.

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



