56934149
Page 1 of 11
Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE
Recording Fee: $110.00 Recorded 03/05/2025 08:00:07 AM

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM RECORDED AT OR 1037, PAGE 385 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 3/5/25

BY: kristen scalise
by shouk

FISCAL OFFICER

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Normandy Village at Cross Creek Condominium (the "Declaration") and the Bylaws of Normandy Vlg at Cross Creek Condominium Owners Assoc., Inc., attached to and made part of the Declaration (the "Bylaws"), were recorded at Summit County Records OR 1037, Page 385 et seq.

B. Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."

C. The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").

D. Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.

E. Attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1)(c).

F. The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Normandy Village at Cross Creek Condominium is amended by the Board of Directors as follows:

(1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE XX, SECTION 3. Said new addition to the Declaration, as recorded at the Summit County Records, OR 1037, Page 385 et seq., and as amended at Instrument No. 55807483, is:

The Board will impose the following enforcement procedure:

(i) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit owner a written notice, which may be in the form of electronic mail to an

electronic mail address previously provided by the owner in writing, that includes:

(1) A description of the property damage or violation;

(2) The amount of the proposed charge or assessment;

(3) A statement that the Unit owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(4) A statement setting forth the procedures to request a hearing;

(5) A reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment.

(ii) Hearing Requirements:

(1) To request a hearing, the Unit owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(2) If a Unit owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit owner with a written notice that includes the date, time, and location of the hearing.

(3) The Board will not levy a charge or assessment before holding a properly requested hearing.

(iii) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(iv) **Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit owner.**

(v) **The Association will deliver any written notice required above to the Unit owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.**

(2) MODIFY the 2nd SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE XIV, SECTION 5(c). Said modification to the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., and as amended at Instrument No. 55807483, is: (deleted language is crossed out; new language is underlined)

The certificate shall contain a description of the unit against which the continuing lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other designated representative ~~chief officer~~ of the Association.

(3) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE VII. Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., is:

The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the following:

(a) **Information that pertains to Condominium Property-related personnel matters;**

(b) **Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;**

(c) **Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;**

(d) **Information that relates to the enforcement of the Declaration, Bylaws, or Association rules against a Unit owner;**

(e) Information the disclosure of which is prohibited by state or federal law; or

(f) Records that date back more than five years prior to the date of the request.

(4) MODIFY DECLARATION ARTICLE VII, SECTION 4. Said modification to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., and as amended at Instrument No. 55807483, is: (deleted language is crossed out; new language is underlined)

Section 4. Board of Directors. The Board shall consist of seven (7) members each of whom must be a Unit Owner or the spouse of a Unit Owner. ~~That notwithstanding, no one (1) Unit may be represented by more than one (1) Person on the Board at any one (1) time.~~ If a Unit owner is not an individual, that Unit owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit owner. The majority of the Board will not consist of Unit owners or representatives from the same Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit owners or representatives from the same Unit. The terms of the seven Directors shall be three (3) years, however, the terms shall be staggered so that at all times a 2-3-2 rotation is maintained.

(5) INSERT a NEW SENTENCE to the end of BYLAWS ARTICLE IV, SECTION 11. Said new addition to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., is:

Those written consents will be filed with the Board meeting minutes.

(6) INSERT a NEW DECLARATION ARTICLE XVII, SECTION 1(d). Said new addition to the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., is:

(d) Without a Unit owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(i) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(ii) To meet the requirements of insurance underwriters;

(iii) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

(iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(v) To designate a successor to the Person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

(vi) To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or

(vii) To permit notices to Unit owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the association has received the prior, written authorization from the Unit owner.

Any Unit owner who is aggrieved by an amendment to the Declaration that the Board of Directors makes in accordance with the above may commence a declaratory judgment action to have the amendment declared invalid as violative of the above. Any action filed to contest the validity of the amendment must be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

(7) MODIFY BYLAWS ARTICLE IV, SECTION 12(k)(ii). Said modification to the Bylaws, attached to and made part of the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., and as amended at Instrument No. 55807483, is: (deleted language is crossed out; new language is underlined)

(ii) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more

Unit owners, impacts zoning, or otherwise ~~and~~ relates to matters affecting the Condominium Property;

(8) INSERT a NEW DECLARATION ARTICLE XX, SECTION 7 entitled "Notices to Unit Owners." Said new addition to the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., is:

Section 7. Notices to 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 sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit owner designates in writing to the Board, or delivered using electronic mail 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 by either regular mail or hand delivered.

(b) 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, 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 by either regular mail or hand delivered.

(9) MODIFY DECLARATION ARTICLE XIV, SECTION 3(a)(1)(e). Said modification to the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., is: (new language is underlined)

e. an amount deemed adequate by the board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive

the reserve requirement in writing annually for which cash reserves over a period. of time in excess of one year ought to be maintained;

(10) INSERT A NEW PARAGRAPH to the end of DECLARATION ARTICLE X, SECTION 7. Said new addition to the Declaration, as recorded at Summit County Records, OR 1037, Page 385 et seq., is:

The Board must maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses association funds. As used in this section, "person who controls or disburses association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any association account or deposit, including the following:

(a) A management company's principals and employees;

(b) A bookkeeper;

(c) The president, secretary, treasurer, any other board member, or employee of the unit owners association.

All of the following apply to the insurance coverage required under this section:

(1) Coverage shall be for the maximum amount of funds that will be in the custody of the association or its designated agent at any one time plus three months of operating expenses.

(2) The insurance shall be the property of and for the sole benefit of the association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of association funds.

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the association's funds or provide for this inclusion by an endorsement to the policy.

(4) The policy shall name the association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the association's president or manager in the event of

cancellation or substantial modification of the policy. The manager or managing agent, if any, of the association shall be the designated agent on the policy.

(5) If there is a change in the manager or the managing agent of the association, then within ten days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, 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 Normandy Vlg at Cross Creek Condominium Owners Assoc., Inc. has caused the execution of this instrument this 25 day of February, 2025.

NORMANDY VLG AT CROSS CREEK CONDOMINIUM OWNERS ASSOC., INC.

By: Vallie Harlan
VALLIE HARLAN, President

By: Kenneth Myers
KENNETH MYERS, Secretary

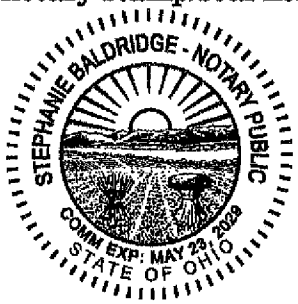
STATE OF OHIO)
) SS
COUNTY OF Summit)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Normandy Vlg at Cross Creek Condominium Owners Assoc., Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on page 9 of 11, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 25 day of February, 2025.

NOTARY PUBLIC

Place notary stamp/seal here:



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

EXHIBIT A

CERTIFICATION OF OFFICERS

STATE OF OHIO)
) **SS**
COUNTY OF Summit)

Vallie Harlan and **Kenneth Myers**, being the duly elected and acting President and Secretary of the Normandy Vlg at Cross Creek Condominium Owners Assoc., Inc., certifies that the Amendments to the Declaration of Condominium Ownership for Normandy Village at Cross Creek Condominium were approved by the Board in accordance with Ohio Revised Code Section 5311.05(E)(1).

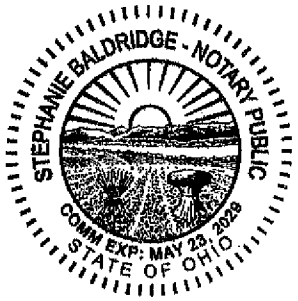
Vallie Harlan
VALLIE HARLAN, President

Kenneth Myers
KENNETH MYERS , Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **Vallie Harlan** and **Kenneth Myers** 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 25 day of February, 2025.

Place notary stamp/seal here:



NOTARY PUBLIC

56989111
Page 1 of 15
Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE
Recording Fee: $142.00 Recorded 11/25/2025 01:36:54 PM

AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM RECORDED AT OR 1037, PAGE 385 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

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

Kristen M Scalise CPA, CFE

DATED: 11/25/20

BY: Savannah Dunn 11/25
FISCAL OFFICER

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Normandy Village at Cross Creek Condominium (the "Declaration") was recorded at Summit County Records, OR 1037, Page 385 et seq.

B. The Normandy Village at Cross Creek Condominium Owners Association Inc. (the "Association") is a corporation consisting of all Unit Owners in Normandy Village at Cross Creek Condominium and as such is the representative of all Unit Owners.

C. Declaration Article XVII, Section 1 authorizes amendments to the Declaration.

D. Unit Owners representing at least 100 percent of the Association's current voting power, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

E. As of November 17, 2025, Unit Owners representing 100 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. Attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendment was duly adopted in accordance with the Declaration provisions in all material respects.

G. The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code, the Declaration, in all material respects.

AMENDMENT

The Declaration of Condominium Ownership for Normandy Village at Cross Creek Condominium is amended by the following:

DELETE DECLARATION ARTICLE V entitled "UNITS" in its entirety.

INSERT a new DECLARATION ARTICLE V entitled "UNITS." Said new addition to the Declaration is:

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units is called a "Unit" and is designated as shown on the Drawings.

Section 2. Composition of Unit. Each Unit constitutes a single freehold estate, and includes any and all parts and components of the building, interior and exterior, and specifically includes, without limiting the generality of the foregoing:

(i) the structure of the Unit, both interior and exterior, and including, without limitation, the foundations, framing, floors, ceilings, roof, siding, gutters, downspouts, and all exterior and interior walls, partitions, floors and ceilings, including the basement walls, floors and ceilings, if any, and attic walls, floors and ceiling, if any, and all parts and components of each;

(ii) all space within the Unit itself, space occupied by exterior and interior walls, partitions, floors, ceilings, roofs and any other improvements, and the walls, partitions, floors, ceilings, and roofs themselves;

(iii) all surfaces (interior and exterior) of these structures and each interior and exterior part of the structure, including all materials such as, but not limited to, paint, lacquer, varnish, wall covering, tile, stucco, cultured stone, cultured brick, cementitious materials, shingles, carpet, tile, shingles, drywall, paneling and other finishing material applied to floors, ceilings, interior and perimeter walls and roofs, and also all portions of the floors, ceilings, walls and roofs themselves, the drywall, paneling and other finishing wall material, and also all portions of the walls, floors, ceilings and roofs themselves;

(iv) all windows, skylights, if any, sun tunnels, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(v) screened porches, enclosed porches, if any;

(vi) all fixtures and appliances installed for the exclusive use of the including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposals, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of the Unit), yard lights (even though located outside the bounds of the Unit), and components of the foregoing, if any;

(vii) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, sump pumps, ejector pumps, conduits, apparatus, and specifically including electric lines, meters, underground wires, and other apparatus, wherever located, which serve only that Unit;

(viii) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service the Unit or the fixtures located therein or part thereof;

(ix) fireplaces, if any, and all components thereof, including the stacks, vents, dampers and chimneys; and

(x) the attic space or storage space above the Unit, and the crawl space and/or basement below the Unit, if any;

excluding therefrom, however, all of the following items, whether or not located within the bounds of the Unit if such items serve another Unit: all plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits that serve any other Unit.

Section 3. Unit Types, Sizes. Locations and Components. The type, composition, and approximate interior area of each type of Unit that is or may be part of the Condominium are shown on the Drawings.

DELETE DECLARATION ARTICLE IX, SECTION 1 entitled "Association Responsibility" in its entirety.

INSERT a new DECLARATION ARTICLE IX, SECTION 1 entitled, "Association Responsibility." Said new addition to the Declaration is:

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, will maintain, repair and replace all improvements constituting a part of the Common Elements and Limited Common Elements, including, but not limited to, the entryway features, the private roadways, sidewalks serving more than one Unit, the general landscaping, private utility lines and apparatus serving more than one Unit, if any, and underground drainage pipes, stormwater detention ponds and related stormwater improvements and components. The Association will maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these Common Elements and Limited Common Elements.

DELETE DECLARATION ARTICLE IX, SECTION 2 entitled "Individual Responsibility," as amended at Instrument No. 55281507 and Instrument No. 54632014, in its entirety.

INSERT a new DECLARATION ARTICLE IX, SECTION 2 entitled, "Individual Responsibility." Said new addition to the Declaration is:

Section 2. Individual Responsibility. The Condominium contains freestanding individual single-family residential buildings, and thus only a single Unit per residential building, and so the cost of and responsibility for maintaining, repairing, and replacing of all portions of a Unit as defined in this Declaration or otherwise, including but not limited to the structural components of the Unit and all interior and exterior portions of the building and Unit, and the items identified and defined in Article V as being part of the Unit, is borne by the Unit Owner or Unit Owners of the Unit, and provided

that all exterior work is subject to and must comply with the provisions of this Declaration, as the same may from time to time be amended, and all rules and regulations duly adopted by the Board.

Responsibility for the maintenance, repair, and replacement of the Unit and any improvements made by the current or prior Unit Owners are the Unit's Unit Owner. In the event a Unit Owner fails to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of any of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost constitutes a Special Individual Unit Assessment, as hereinafter defined, on the Unit owned by that Unit Owner or Unit Owners and on that Unit Owner or Unit Owners. The determination that such maintenance or repair is necessary, or has been so caused, will be made by the Board in its sole and unfettered discretion.

DELETE DECLARATION ARTICLE X, SECTION 1 entitled, "Fire and Extended Coverage Insurance" in its entirety.

INSERT a new DECLARATION ARTICLE X, SECTION 1 entitled, "Special Broad Form Casualty Insurance." Said new addition to the Declaration is:

Section 1. Special Broad Form Casualty Insurance.

(a) Units. The Association has no obligation to maintain insurance on a Unit, or any part thereof, or on improvements, against loss or damage by fire, lightning, or such other perils as are ordinarily insured against by standard extended coverage endorsements. The Unit Owner or Unit Owners of each Unit must obtain such insurance with respect to their Unit and improvements and the Association must be named as an additional insured or as an additional interested party, or the substantial equivalent. The Unit Owner or Unit Owners of each Unit must provide evidence of such coverage to the Board, upon request. The fire and extended coverage insurance obtained and

maintained by the Unit Owner or Unit Owners of each Unit will be in amounts not less than one hundred percent (100%) of the current insurable replacement cost of the structures, fixtures and equipment constituting part of that Unit, (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage).

(b) Common Elements and Limited Common Elements. The Association, through the Board, must obtain such insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements (but not Limited Common Elements), or common property of the Association, to the extent the Association can obtain such blanket coverage, in amounts not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). Such policy will be written in the Association's name, will be paid for by the Association as a common expense, and have a reasonable deductible as determined by the Board.

(c) Additional Requirements. All insurance policies required by this Section must also:

(i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;

(ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(iii) contain or have attached the standard mortgage clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which must provide that the carrier must notify the named insureds and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy;

(iv) meet such other requirements as may be required by national institutional first mortgage holders, insurers and guarantors.

DELETE DECLARATION ARTICLE X, SECTION 4 entitled "Unit Owners' Insurance" in its entirety.

INSERT a new DECLARATION ARTICLE X, SECTION 4 entitled "Unit Owners' Insurance." Said new addition to the Declaration is:

Section 4. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such other insurance in addition to that provided by the Association or required to be carried by the Unit Owner with respect to a Unit or appurtenant Limited Common Elements pursuant to the provisions of the Declaration as that Unit Owner or Occupant may determine, including insurance for personal property, contents, chattel, liability, and loss assessment. No Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance is chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who is liable to the Association to the extent of any diminution and/or loss of proceeds. All such insurance separately carried must contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

DELETE DECLARATION ARTICLE XI entitled "DAMAGE; RESTORATION; REHABILITATION AND RENEWAL" in its entirety.

INSERT a new DECLARATION ARTICLE XI entitled "DAMAGE AND RESTORATION." Said new addition to the Declaration is:

ARTICLE XI

DAMAGE AND RESTORATION

Section 1. Substantial Unit Damage or Destruction.

(a) Restoration. In the event of substantial damage to or destruction of a Unit, the Unit Owner or Unit Owners of the Unit will promptly restore or replace the same to a condition comparable to that which existed prior to such damage or destruction, at their sole expense, by licensed and bonded contractors and subcontractors approved by the Association, which approval will not be unreasonably withheld. The restoration or replacement of the Unit must be completed within eighteen months following the substantial damage to, or destruction of, the Unit. The Unit Owner or Unit Owners of the Unit will at all times continue to be responsible for the payment of Assessments. Within ninety days of such substantial damage to or destruction of a Unit, the Unit Owner will take such actions as are necessary to restore the Unit so as not to be a nuisance, hazard or to detract from the value of the Condominium; provided that if a Unit Owner fails to take such actions within ninety days of such substantial damage to, or destruction of a Unit, the Association may perform the same and the cost will be assessed as a Special Individual Unit Assessment against the Unit.

(b) Non-Restored Unit. In the event that a Unit is not able to be restored or replaced to a condition comparable to that which existed prior to the substantial damage or destruction, the Unit Owner or Unit Owners of that Unit must at their sole cost and expense cause the remnants of the damaged or destroyed Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, or, if they fail to do so, the Association may do the same and the cost will be a charge upon the Unit Owner or Unit Owners of such Unit and that Unit. Upon a determination of the Unit Owner or Unit Owners of a Unit not to restore or replace the Unit after

substantial damage or destruction and with the consent of all Mortgagees holding a valid mortgage lien on the Unit and the other provisions of this Declaration and applicable law, the Unit Owner or Unit Owners of the Unit substantially damaged or destroyed and not restored will be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests will be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction.

Section 2. Common Elements Damage or Destruction. In the event of damage or destruction of the Common Elements, or any part thereof, the Association must restore or replace the same, and the cost is a common expense, unless Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property will be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Common Elements, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, will be distributed among the Unit Owners, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

DELETE the THIRD SENTENCE of the SECOND PARAGRAPH of DECLARATION ARTICLE VI, SECTION 3 in its entirety.

DELETE DECLARATION AMENDED EXHIBIT "C' entitled "Unit Percentage of Interest of Ownership of Common Elements" in its entirety.

INSERT a new DECLARATION AMENDED EXHIBIT "C" entitled "Unit Percentage of Interest of Ownership of Common Elements." Said new addition to the Declaration is:

AMENDED EXHIBIT "C"

Unit Percentage of Interest of Ownership of Common Elements

UNIT	SQUARE FOOTAGE	PERCENTAGE INTEREST
2798	2192	1 / 13
2808	3265	1 / 13
2810	3704	1 / 13
2794	2274	1 / 13
2806	2937	1 / 13
2809	3056	1 / 13
2805	2255	1 / 13
2796	2345	1 / 13
2800	3721	1 / 13
2801	3113	1 / 13
2802	2992	1 / 13
2803	2238	1 / 13
2804	2238	1 / 13
TOTALS	36,330	100%

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment making the entire residential structure part of the Unit, and the Unit Owner responsible for the maintenance, repair, replacement, insurance, and restoration of all Unit components , and equalizing the undivided percentage of interest in the Common Elements for all Units. The invalidity of any part of the above provision will 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 will have standing to contest the validity of this

amendment, whether on procedural, substantive or any other grounds, provided further that any challenge will be brought in the court of common pleas within one year of the recording of the amendment.

The Normandy Village at Cross Creek Condominium Owners Association Inc. has caused the execution of this instrument this 20 day of NOV, 2025

NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM OWNERS ASSOCIATION INC.

By: Vallie Harlan AKA Vallie Harlan
VALLIE HARLAN, President

STATE OF OHIO)
) **SS**
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Normandy Village at Cross Creek Condominium Owners Association Inc., by **VALLIE HARLAN**, its President who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of her personally and as such officer.

I have set my hand and official seal this 20 day of NOV, 2025

Stephanie Baldridge
NOTARY PUBLIC

Place notary stamp/seal here:

STEPHANIE BALDRIDGE - NOTARY PUBLIC
STATE OF OHIO
COMM EXP: MAY 23, 2029

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

The Normandy Village at Cross Creek Condominium Owners Association Inc. has caused the execution of this instrument this 20th day of November, 2025.

NORMANDY VILLAGE AT CROSS CREEK CONDOMINIUM OWNERS ASSOCIATION INC.

By: _____
MICHAEL CAPREZ, Secretary

STATE OF OHIO)
) **SS**
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Normandy Village at Cross Creek Condominium Owners Association Inc., by **MICHAEL CAPREZ**, its Secretary who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 20 day of Nov, 2025.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

STEPHANIE BALDRIDGE - NOTARY PUBLIC
COMM EXP: MAY 23, 2028
STATE OF OHIO

EXHIBIT A-1

CERTIFICATION OF PRESIDENT

VALLIE HARLAN, being the duly elected and acting President of the Normandy Village at Cross Creek Condominium Owners Association Inc., certifies that the Amendment to the Declaration of Condominium Ownership for Normandy Village at Cross Creek Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

Vallie Harlan AKA Kathryn Harlan

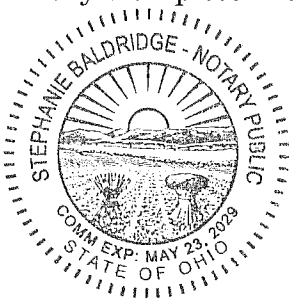
VALLIE HARLAN, President

STATE OF OHIO)
) **SS**
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named **VALLIE HARLAN** who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

I have set my hand and official seal this 20th day of November 2025.

Place notary stamp/seal here:



NOTARY PUBLIC

EXHIBIT A-2

CERTIFICATION OF SECRETARY

MICHAEL CAPREZ, being the duly elected and acting Secretary of the Normandy Village at Cross Creek Condominium Owners Association Inc., certifies that the Amendment to the Declaration of Condominium Ownership for Normandy Village at Cross Creek Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

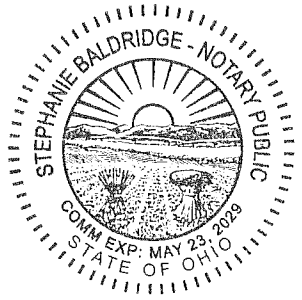
MICHAEL CAPREZ, Secretary

STATE OF OHIO)
) **SS**
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named **MICHAEL CAPREZ** who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this 20 day of Nov, 2025.

Place notary stamp/seal here:



NOTARY PUBLIC