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AMENDMENT TO THE
DECLARATION AND BYLAWS

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OTTAWA COUNTY, OHIO
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CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
BLUE WATER CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION AND BY-LAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO FOR BLUE WATER CONDOMINIUM RECORDED AT VOLUME 313, PAGE 0364 ET SEQ. OF THE OTTAWA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION AND BY-LAWS
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR BLUE WATER CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Blue Water Condominium (the "Declaration") and the By-Laws of Blue Water Condominium Association (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Ottawa County Records Volume 313, Page 0364 et seq., and

WHEREAS, the Blue Water Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Blue Water 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 not less than 75% of the Association's voting power have executed instruments in writing setting forth specifically the matter to be added (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 75.47% of the Association's voting power as of April 17, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.47% 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 Blue Water Condominium is hereby amended by the following:

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INSERT a new BYLAWS ARTICLE IV, SECTION 14 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 6 of the Bylaws, attached to and made a part of the Declaration, as recorded at Ottawa County Records, Volume 313, Page 364 et seq., is as follows:

Section 14. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors (f.k.a. "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 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, 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 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 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.

IN WITNESS WHEREOF, the said Blue Water Condominium Association has caused the execution of this instrument this 20th day of May, 2008.

BLUE WATER CONDOMINIUM ASSOCIATION

By: E. Warren Will, pres.
WARREN WILL, its President

By: Linda Dalrymple, sec.
LINDA DALRYMPLE, its Secretary

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Blue Water Condominium Association, 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 Cleveland, Ohio, this 20th day of May, 2008.

Beverly A. Hancak
NOTARY PUBLIC

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

Beverly A. Hancak
Notary Public, State of Ohio
Resident, Cuyahoga County
My Commission Expires February 6, 2011



EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

The undersigned, being the duly elected and qualified President and Secretary of the Blue Water Condominium Association, hereby certifies that the Amendment was duly adopted in accordance with the Declaration provisions.

W. Warren Will

WARREN WILL, President

Linda A Dalrymple, sec

LINDA DALRYMPLE, Secretary

STATE OF OHIO)
)
COUNTY OF Cuyahoga)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named WARREN WILL AND LINDA DALRYMPLE 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 Cleveland, Ohio, this 20th day of May, 2008.

Beverly A. Hancak

NOTARY PUBLIC



Beverly A. Hancak
Notary Public, State of Ohio
President, Cuyahoga County
My Commission Expires February 6, 2011