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PAID BY: KAMAN & CUSMANO, LLC

Mark Chandra
CUYAHOGA COUNTY FISCAL OFFICE

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
SHAKER COURTS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR SHAKER COURTS CONDOMINIUM
RECORDED AT VOLUME 85-4548, PAGE 33 ET SEQ. OF THE CUYAHOGA
COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SHAKER COURTS CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Shaker Courts Condominium (the "Declaration") and the Bylaws of Shaker Courts Condominium Unit Owners Association, Inc. (the "Bylaws"), Exhibit B of the Declaration, were recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

B. The Shaker Courts Condominium Unit Owners' Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Shaker Courts Condominium and as such is the representative of all Unit Owners.

C. Declaration Article 9 authorizes amendments to the Declaration and Bylaws.

D. Unit Owners representing at least 75 percent of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

E. As of April 5, 2023, Unit Owners representing 76.2108 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.

F. As of April 5, 2023, Unit Owners representing 77.0 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

G. As of April 5, 2023, Unit Owners representing 76.5038 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment C and authorizing the Association's officers to execute Amendment C on their behalf.

H. As of April 5, 2023, Unit Owners representing 76.1608 percent of the Association's voting power have signed and delivered to the Association written

consents, along with powers of attorney, in favor of Amendment D and authorizing the Association's officers to execute Amendment D on their behalf.

I. As of April 5, 2023, Unit Owners representing 77.3725 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment E and authorizing the Association's officers to execute Amendment E on their behalf.

J. As of April 5, 2023, Unit Owners representing 75.4728 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment F and authorizing the Association's officers to execute Amendment F on their behalf.

K. As of April 5, 2023, Unit Owners representing 75.9363 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment G and authorizing the Association's officers to execute Amendment G on their behalf.

L. Attached as Exhibit A is a certification of the Association's President stating that copies of the Amendments will be mailed by certified mail to all mortgagees on Units as contained in the Association's records.

M. Attached as Exhibit B is a certification of the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments.

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

AMENDMENTS

The Declaration of Condominium Ownership for Shaker Courts Condominium is amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE 14 entitled, "Insurance," in its entirety. Said deletion to be taken from the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

INSERT a new DECLARATION ARTICLE 14 entitled, "Insurance and Reconstruction." Said new addition, to be added to the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

Article 14. Insurance and Reconstruction.

A. Property Insurance.

Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section A(5) below, on:

the improvements installed by the Declarant or the Association comprising the Common Elements,

- (a) the windows and doors, located in the perimeter walls to a Unit or the roof above the Unit,
- (b) concrete floors of the Unit,
- (c) all patio court pavers,
- (d) structural components of the building located within the Unit,
- (e) utility lines and utility components located underneath or above a Unit, and drain lines located between the ceiling or walls of one Unit and the floor or walls of another Unit, and
- (f) all personal property owned by the Association and for which the Association is responsible.

In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, which excludes the drywall itself (the drywall is a

component of the individual Unit). This is commonly known as a "bare walls" Property Insurance policy.

(1) Risks to be Insured and Availability of Insurance. The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Cuyahoga County, Ohio. The amount of insurance purchased must be sufficient to cover 100 percent of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from the coverage. If the cost of 100 percent full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 90 percent of the then current replacement value, less the deductible and with exclusions as provided for in this Section.

(2) Beneficiary Interests. Subject to the provisions of Section A(4) below, all Association insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Units, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(3) Claim Filing. The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of the policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A first mortgagee having an interest in a Unit that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to the loss. The failure or refusal of the Association to

process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(4) Deductible. The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section A(6) below, the Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit, their assigned Limited Common Elements, and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the Association's insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) in accordance with this Article 14.

(5) Responsibility for Damage.

(a) Association. The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in that case, the Association is responsible for the cost of the loss or repairs, including any costs not paid due to any insurance deductible amount, to the extent not covered by any Association or Unit Owner insurance policy.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family

member, Occupant, tenant, guest, or contractor, then, in that case, the Unit Owner is responsible for the depreciated value of the loss or repairs, including costs not paid for due to any insurance deductible amount, to the extent not paid for by (or should have been covered and paid for by) any Association or Unit Owner insurance policy.

(7) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Standard & Poor's Insurance Ratings, or its present-day equivalent.

(8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article 14, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Section A(1) above, for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring the additional insurance in an amount to be determined by the Board.

(9) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, an "Equipment Breakdown Endorsement" or its present day equivalent, and other endorsements as the Board so

determines.

B. Unit Owner Insurance. Except as is insured by the Association in accordance with Section A(1) above, each Unit Owner will insure all portions and components of the Unit and Limited Common Elements, from and including the Unit's drywall (attached to the perimeter or interior walls and ceilings of the Unit) in, including:

- (1) any wall coverings, paneling, or other finishing material applied to any wall or ceiling,
- (2) any finishing materials applied to the floors,
- (3) all interior Unit doors, including the frames,
- (4) all appliances, including built-in appliances, located within and serving only the Unit,
- (5) all utility lines and utility components located within the Unit and serving only the Unit,
- (6) all electric lines and related components that serve the Unit wherever located,
- (7) phone and cable lines serving the Unit, wherever located,
- (8) all sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit,
- (9) all kitchen and bathroom cabinets,
- (10) all heating, window or built-in air-conditioning units or other air-conditioning systems, and ventilating fixtures and components, including the furnace, serving only the multi-room Units wherever located,
- (11) the Limited Common Element roof patios and interior of any patio court (excluding the pavers), other installations, and

any plantings or other landscaping therein, screens, screen doors, covered doors, and storm windows serving a single Unit, except exterior perimeter windows and doors, which are the responsibility of the Association to insure; and

(12) in addition, all betterments or improvements made by the Unit Owner, unless specifically stated otherwise herein (or a prior owner of the Unit Owner's Unit) wherever located on the Condominium Property.

Each Unit Owner will also carry insurance on their Unit and the Unit's Limited Common Elements up to the amount of the Association's Property Insurance deductible for any components of the Unit or Unit's Limited Common Elements (or both) that the Association insures. The property insurance carried by each Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a maximum deductible as the Board may from time to time determine and provide notice of to the Unit Owners. Each Unit Owner will file a copy of the policy(ies), or other evidence of insurance as the Board may require, with the Association annually as determined by the Board or within 30 days of receipt of a request from the Association. Each Unit Owner may further insure the personal contents of their Unit, as well as any other personal property, that they store elsewhere on the Condominium Property. Each Unit Owner will also obtain insurance against liability for events arising or related to the Unit Owner's Unit and Limited Common Elements.

C. Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under the insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. The costs may include professional fees and premiums for the

bonds as the Board deems necessary. Each Unit Owner is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section A above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

(2) In the event any damage to or destruction of the Common Elements renders 50 percent or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75 percent of the voting power, elect not to repair or restore the damaged part at a meeting that will be called within 90 days after the occurrence of the casualty. Upon election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit Owners. In the event of any sale or a sale of the Condominium Property after the election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of the damage or destruction, will be considered as one fund and will be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of their share of the proceeds until all liens and encumbrances on their Unit have been paid, released or discharged.

D. Restoration of Buildings.

(1) Unless Unit Owners elect not to restore the damaged property as provided for in Section C(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common

Elements the Association insures, as well as the doors and windows in the perimeter walls and ceilings of the Unit, substantially as the Elements existed immediately before the damage or destruction. However, the Board may provide for the use of new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, or both, will be determined by the Board.

(2) If the cost of the repair for the damages or destruction to the Common Elements, excluding the Limited Common Elements, exceeds the amount of the insurance proceeds received, the excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners or by means of an appropriation from the reserve fund or another fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(3) If the cost of repairs to the Common Elements and the Limited Common Elements the Association insures is less than the amount of the insurance proceeds, the Association will retain the excess in either the reserve maintenance fund or another fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(4) If the cost of the repair for the damages or destruction to the Limited Common Elements the Association insures exceeds the amount of any insurance proceeds the Association receives, the excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of the Limited Common Elements.

(5) After any damage to or destruction to components of their Unit and the Limited Common Elements the Unit Owner insures, the Unit Owner must restore their Unit and the Limited

Common Elements the Unit Owner insures, including utilities serving the Unit, at the Unit Owner's sole expense, to the minimum standards as the Board may at any time or from time to time, in its sole discretion, establish and will complete the restoration within eight months after the damage or destruction or a sooner time as the Board determines necessary to properly repair the Common Elements and Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

E. Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article 14, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to the damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

DELETE DECLARATION ARTICLE 15 entitled, "Non-Restoration of Damage or Destruction," in its entirety. Said deletion to be taken from the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

INSERT a new DECLARATION ARTICLE 15 entitled, "Liability Insurance and Other Insurance Coverage." Said new addition, to be added to the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

Article 15. Liability Insurance and Other Insurance Coverage.

(1) Liability Insurance. The Association will carry a comprehensive policy of liability insurance covering the Common

Elements and insuring the Association, the Board of Directors, the Unit Owners, and Occupants for personal injury, disease, illness, or death, and for injury to or destruction of property resulting or arising from, at a minimum: (i) the operation, maintenance, or use of the Common Elements; (ii) lawsuits related to employment contracts in which the Association is a party; and, (iii) hired automobile, non-owner automobile, and off-premises employee claims. All liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who paid all or any portion of the deficiency in an amount exceeding their proportionate share thereof based on their percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. The policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

(2) Worker's Compensation. The Association must carry worker's compensation insurance as required by law.

(3) Other Insurance. The Association may carry other insurance as the Board may determine, including, errors and omissions insurance and liability insurance for Board members.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this revision of the Association's and Unit Owners' property (casualty) insurance and public liability insurance, and other insurance coverage obligations, as well as property restoration responsibilities. The invalidity of any part of the above provision does 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 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.

AMENDMENT B

INSERT a new DECLARATION ARTICLE 6, SECTION C, entitled, "Exclusive Use Areas." Said new addition, to be added to the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

C. Exclusive Use Areas. The Association, by its Board of Directors, may delegate the following Common Elements to the use of a certain Unit or Units to the exclusion of other Units as Exclusive Use Areas.

(1) Storage Areas.

(a) Storage Locker Spaces. Existing storage locker spaces located outside of the Units, the cost of construction of which was not borne by a Unit Owner or the Developer, or that are not identified as appurtenant to any Unit on any deed or by any amendment, are Exclusive Use Areas. As long as a Unit Owner is in "good standing" (defined as no more than 60 days past due in the payment of any assessment), the Unit Owner will have the right to use at least one storage locker which includes the storage locker space assigned to the Unit as a Limited Common Element as defined in Section (B) above, if any, or as defined in this Section (C) as an Exclusive Use Area assigned by the Association.

(b) Storage Rooms. Storage rooms located underneath stairways or in the hallways within the Building are Exclusive Use Areas.

(c) Assignments. The Association has the right and authority to reassign and reallocate Exclusive Use Area storage locker spaces and storage rooms as the Board so determines. However, all Exclusive Use Area storage

locker space and storage room assignments existing as of the date of the recording of this Amendment will not be reassigned by the Association until that Unit is sold or the Unit Owner of that Unit is no longer in good standing. The list of storage locker space assignments and storage room assignments in existence as of the date of recording of this Amendment is part of the Association's records. A copy of the list of storage locker space and storage room assignments is available upon request to the Unit Owner.

(d) Use. The use of any storage locker space or storage room is at all times strictly subject to the Rules. The Rules, by way of example and not limitation, may prohibit the use of any storage room by any Unit Owner not in good standing (as defined above).

(e) Abandonment and Risk of Loss. The storage of any personal items or effects in any storage locker space or storage room is, at all times, at the Unit Owner's or Occupant's sole risk, and the Association has no responsibility or liability for any damage or loss of any personal property. The Association has, at all times, the right to remove or dispose of any personal property, in any manner the Board so decides, within any storage locker space or storage room or elsewhere on the Condominium Property that has been abandoned or otherwise left anywhere on the Condominium Property for a period of at least 30 days after a Unit Owner has transferred title of their Unit to another Unit Owner, without liability, responsibility, or compensation of any type to the Unit Owner of the removed or disposed property.

(2) Terms and Conditions. The use of any Exclusive Use Areas is subject to the terms and conditions, including the payment of a fee or fees, as the Board so determines. The Board may at any time and from time to time revoke any license, assignment or right to use a storage locker space or storage room granted to any Unit Owner in accordance with this Declaration Article 6, Section C.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying and defining existing storage areas and storage lockers Exclusive Use Areas. 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.

AMENDMENT C

MODIFY DECLARATION ARTICLE 3, PARAGRAPH B(12)(a). Said modification, to be made to the Declaration as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., and as amended at Instrument No. 201304110414, is as follows (new language is underlined):

(a) This restriction does not apply to any Permitted Unit Occupant as defined in Declaration Article I, Paragraph B(22)(a) or (b) or to the Association as a Unit Owner of any Unit.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to rent the guest suite. 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.

AMENDMENT D

INSERT a new DECLARATION ARTICLE 22 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

Article 22. Notices and Other Actions and Communications.

For all notices to be sent to the Association, the Board, or the Unit Owners, the following provisions apply:

A. Service of Notices on the Association. All notices required or permitted by the Declaration or Bylaws, to the Association, must be made in writing and sent either:

- (1) by regular U.S. mail, first-class postage prepaid, or
- (2) delivered using electronic mail to the Board President, to any two or more officers, to the Association at the address of the Condominium Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Unit Owners.

DELETE BYLAWS ARTICLE II, SECTION 3 entitled, "Proxies," in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 3 entitled, "Voting Methods." Said new addition, to be added to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

Section 3. Voting Methods. Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article II, Section 4(e), as amended, voting will be conducted via one of the following methods:

(a) Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, members may vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the member entitled to vote and must be returned to the

Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Unit by the member.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, by Electronic Voting Technology that is approved by the Board, or both. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects, the intention and participation of the member. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting member's intent to cast a ballot on a matter in the way identified by the member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the members no later than the date the meeting notice is sent to the members in accordance with Bylaws Article II, Section 4(b) and 4(c), as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the member were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article II, Section 3(a) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article II, Section 3(b) above, or any combination of all voting methods permitted in this Section 3.

Any ballots, regardless of method, received after the date and time the Board sets for ballots to be turned in will be held invalid.

Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

MODIFY BYLAWS ARTICLE II, SECTION 4(b) entitled, "Special Meeting." Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(b) Special Meeting. ~~After the first annual meeting,~~
sSpecial meetings of the members of the Association may be held on
any business day when called by the President of the Association, or
by the Board of the Association by action at a meeting or by a the
majority of the Directors acting without a meeting or by members
entitled to exercise at least twenty-five percent (25%) of the voting
power of the Association. Upon request in writing delivered either in
person or by certified mail to the President or the Secretary of the
Association by any persons entitled to call a meeting of members,
such the officer shall forthwith cause to be given will give to the
members entitled thereto notice of a meeting to be held on a date,
time, and place not less than seven ~~(7)~~ fifteen (15), nor more than
sixty (60) days after the receipt of such the request as such the officer
may fix. If such the notice is not given within fifteen (15) days after
the delivery or mailing of such the request, the persons calling the
meeting may fix the date, time, and place of the meeting and give
notice thereof. Each special meeting shall will be called to convene at
such a date, time and shall be held at such a place on the
Condominium Property or at such another place within a five mile
radius of the Condominium Property as ~~shall be specified~~ in the notice
of meeting. Calls for such the meetings shall will specify the purposes
for which such the meeting is requested. No business other than that
specified in the call and set forth in the notice shall will be considered
at any special meeting.

DELETE BYLAWS ARTICLE II, SECTION 4(c) entitled, "Notice of Meetings," in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 4(c) entitled, "Notice of Meetings." Said new addition, to be added to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

(c) Notice of Meetings. Written notice of each meeting of the members will be given by, or at the direction of, the Secretary or person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with the Declaration and these Bylaws, at least fifteen (15) days before the meeting, to each member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the member to participate at the meeting via the Authorized Communications Equipment.

MODIFY BYLAWS ARTICLE II, SECTION 4(d) entitled, "Quorum; Adjournment." Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(d) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present either in person or by proxy at a physical meeting providing for in person attendance or that attend by using the method of Authorized Communications Equipment approved by the Board for meetings that are held via Authorized Communications Equipment, shall constitute a quorum for ~~such~~ the meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these Bylaws. The members of the Association entitled to exercise a

majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn ~~such the~~ meeting from time to time until a quorum ~~shall be~~ is present. If any meeting is adjourned, notice of ~~such~~ adjournment need not be given if the time and place to which ~~such the~~ meeting is adjourned are fixed and announced at ~~such the~~ meeting. Ballots submitted via mail or by Electronic Voting Technology also will count that Unit towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE II, SECTION 4(e) entitled, "Order of Business at Regular Meetings," in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 4(e) entitled, "Conduct of Meetings and Order of Business." Said new addition, to be added to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

(e) Conduct of Meetings and Order of Business. Prior to the meeting notice being sent to the Unit Owners in accordance with Bylaws Article III, Section 4(b) and 4(c), as amended, the Board will determine whether the meeting will be conducted physically so that the Unit Owners may attend in person, if the meeting will be conducted by Authorized Communications Equipment, or a combination of both methods. The Board will only allow the meeting to be conducted with Authorized Communication Equipment if the Board, in its sole discretion, determines that extenuating circumstances are presented, such as an emergency, a local, City, State, or federal order is in place that limits in person gatherings or meetings, or other similar circumstance. If no extenuating circumstances exist, the meeting will be held in person. The Board must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.

If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment unless the Unit Owner is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment.

The order of business at all election meetings of members of the Association is as follows:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of Committees
- (6) Election of Directors
- (7) Unfinished and/or old business
- (8) New Business
- (9) Adjournment

MODIFY BYLAWS ARTICLE II, SECTION 4(g) entitled, "Actions Without a Meeting." Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(g) Actions Without a Meeting. All actions, except the election or removal of a Director, which may must be taken at a meeting of the Association, may be taken without a meeting in accordance with the voting methods in Bylaws Article II, Section 3, as amended with the approval of, and in a writing or writings signed by members having the percentage of voting power required to take such action if it had been taken at a meeting. All voting records will Such ~~writings shall~~ be filed with the Secretary of the Association.

DELETE BYLAWS ARTICLE III, SECTION 3 entitled, "Election of Director; Vacancies," in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 3 entitled, "Nominations; Election of Directors; Vacancies." Said new addition, to be added to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

Section 3. Nominations; Election of Directors; Vacancies.

(a) Nominations. Nominations for the election of Directors to be elected by the members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article III, Section 2, as amended. Any member may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that member if that member satisfies all the qualifications to be a Director. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional member(s) to be elected prior to the ballots being sent to the members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected, is sent in accordance with Bylaws Article II, Section 4(b) and 4(c), as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information

and affirming their candidacy, can be transmitted to the members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

(b) Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article II, Section 3, as amended. The Association is not required to distribute ballots to the Unit Owners via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots is maintained for those members while also maintaining the integrity of the voting process to ensure each member has only exercised their allotted vote once so that any other individuals can only identify that a Unit has voted, and not how a Unit has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the member(s) voting and will be used as a record of receipt of the member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The Persons receiving the largest number of votes will be

elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all members within a reasonable time after the meeting.

(c) Vacancies. In the event of any vacancy or vacancies on the Board, the remaining Director(s), by a majority vote of their number, may appoint an Association member(s) fill any vacancy(ies) for the remainder of the unexpired term. If the vote by the Board to fill the vacancy results in a tie, selection will be by a flip of a coin.

DELETE BYLAWS ARTICLE XII, SECTION 2 entitled, "Service of Notices on the Board," in its entirety. Said deletion to be taken from the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq.

INSERT a new BYLAWS ARTICLE XII, SECTION 2 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

Section 2. Notices and Other Actions and Communications.
All notices required or permitted under the Declaration or Bylaws, to

the Association, the Board, or members must be delivered in accordance with Declaration Article 22, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, reducing quorum, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does 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 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.

AMENDMENT E

MODIFY BYLAWS ARTICLE VIII, SECTION 3 entitled, "Association's Right to Enter Units." Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Section 3. Association's Rights to Enter Units. The Association, ~~through its duly authorized or its agent(s),~~ may enter any Unit or any portion of the Limited Common Elements, when necessary, in connection with any maintenance, repair, replacement, or construction for which the Association is responsible or for inspection of the same. Except in the event of an emergency, the Association will, to the extent reasonably possible, provide the Unit Owner with prior notice of any intended entry into the Unit, including the reason(s) for entry. If prior notice is not possible, whether due to an emergency or other circumstance(s), the Association will give, by U.S. regular mail, by electronic mail, or post on the Unit door, a notice to the Unit Owner to advise of the date, time, and purpose for which entry was made. ~~Such~~ Any entry ~~shall~~ will be made with as little inconvenience to the Unit Owners as practicable, and any damage to the Unit Owner's personal property, the Unit, or the Limited Common Elements caused thereby that arises during the Association's entry

into the Unit or Limited Common Elements, or during the performance of the needed maintenance, repair, or replacement work, to the extent of its depreciated value shall will be repaired by the Association, and the cost thereof for the repair will be paid from the Association's insurance proceeds or charged as a common expense. The Board may reserves the right to retain a pass key, security code(s), entry code(s), or any alarm code(s) to each Unit and enter any Unit shall be placed on doors to any Unit to obstruct access through the use of such pass key, unless the Board is furnished with duplicate keys to such locks or other devices. Unit Owners may install additional safety or night latches and no locks or other entry or security devices to the entry door(s) of their Unit for security. Such The pass keys, and duplicate keys, and any codes shall will be kept in a secure manner. Any damage caused to the Unit, Limited Common Elements, or Common Elements by reason of the forced entry being made through the Unit Owner's installed safety, night, or security latches, locks, or devices, or due to the lack of a pass key security code(s), entry code(s), or alarm code(s), provided by the Unit Owner to the Association, will be repaired and paid for by the Unit Owner who installed or used a latch, lock, or device, or failed to provide a pass key, security code(s), entry code(s), or alarm code(s). In the event of any emergency originating in or threatening any Unit or when required maintenance, repairs, or replacements are scheduled, the management agent or their representative, or any other person designated by the Board, or any police, safety, firefighting, health, or similar officials may enter the Unit immediately, whether the Unit Owner is present or not, and use force as necessary to make entrance.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment modifying the Association's right of Unit entry rights. The invalidity of any part of the above provision does 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 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.

AMENDMENT F

MODIFY BYLAWS ARTICLE III, SECTION 10 entitled, "Removal of Directors." Said modification, to be made to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows (deleted language is crossed-out; new language is underlined):

Section 10. Removal of Directors. Except as otherwise provided herein, the Board may remove any Director and thereby create a vacancy in the Board if by order of court ~~he has~~ they have been found to be of unsound mind, or if ~~he is~~ they are physically incapacitated, adjudicated as bankrupt, or ~~they fail~~ they fail to attend three consecutive scheduled regular meetings of the Board. The Board may set Board meeting dates and times for the entire year at the beginning of each fiscal year At any regular or special meeting of members of the Association duly called at which a quorum ~~shall~~ will be present, any one or more of the Directors, except the Director, if any, acting as a representative of a mortgagee, may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to ~~such~~ the Director or Directors ~~so~~ removed may be elected at the same meeting for the unexpired term for each ~~such~~ removed Directors. Any Director whose removal has been proposed by the members of the Association ~~shall~~ must be given an opportunity to be heard at ~~such~~ the meeting prior to the vote of ~~his~~ their removal.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the removal of members of the Board of Directors. The invalidity of any part of the above provision does 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 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.

AMENDMENT G

INSERT a new SENTENCE to the end of BYLAWS ARTICLE III, SECTION 14 entitled, "Committees." Said new addition, to be added to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 85-4548, Page 33 et seq., is as follows:

All notices and communications to, from, or within any committee and committee members must be delivered in accordance with Declaration Article 22, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association's committees to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does 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 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 Shaker Courts Condominium Unit Owners' Association, Inc. has caused the execution of this instrument this 27th day of May, 2023.

SHAKER COURTS CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

By:

David H. Larson
DAVID LARSON, President

By:

Pearl H. Ling
PEARL H. LING, Secretary

WILLIAM M. SAKS, ATTORNEY
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

William M. Saks

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Shaker Courts Condominium Unit Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 29 of 32, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 27th day of _____, 2023.

WILLIAM M. SAKS, ATTORNEY
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

William M. Saks

NOTARY PUBLIC

Place notary stamp/seal here:

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

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

DAVID LARSON, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Shaker Courts Condominium Unit Owners' Association, Inc.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees on Units as contained in the Association's records once the Amendments are recorded with the Cuyahoga County Fiscal Office.

David Larson
DAVID LARSON, President

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named **DAVID LARSON** who acknowledges 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 27 day of May,
2023. **WILLIAM M. SAKS, ATTORNEY**
NOTARY PUBLIC • STATE OF OHIO
commission has no expiration date
Section 147.03 O.R.C.

William M. Saks
NOTARY PUBLIC

Place notary stamp/seal here:

EXHIBIT B

CERTIFICATION OF SECRETARY

PEARL H. LING, the duly elected and acting Secretary of the Shaker Courts Condominium Unit Owners' Association, Inc., certifies there are no, as the term is used in Declaration Article 9, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendment.

Pearl H. Ling
PEARL H. LING, Secretary

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named PEARL H. LING 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 27th day of May, 2023.

William M. Saks
NOTARY PUBLIC

WILLIAM M. SAKS, ATTORNEY
Place notary stamp/seal here:
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.