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MIDLAND TITLE SECURITY, INC.

NO. 5922 Acc

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CUYAHOGA COUNTY RECORDER

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VOL. 93-11309 PAGE 60

625017

AMENDMENT NO. 7.0

TO

DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE COURTS OF CHAFFEE CONDOMINIUM

RE: UNIT RENTALS AND RELATED MATTERS

REFERENCE: VOL. 87-0837, P. 76 et seq., as amended,  
Cuyahoga County Recorder's Records

(This condominium property presently has 31 units)

STATE OF OHIO

COUNTY OF CUYAHOGA

I, the County Recorder of Cuyahoga County,  
SS: Ohio in whose custody the records of said county are  
kept, do hereby certify that this is a true and cor-  
rect copy of the records as appears in Vol. 93-11329.  
Page 60 of M.A.C. of said County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my  
official seal in the City of Cleveland, Ohio this 21 Day of Oct.  
1993.

COUNTY RECORDER

BY

*Estelle Taylor*

DEPUTY

AMENDMENT NO. 7.0

TO

DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE COURTS OF CHAFFEE CONDOMINIUM

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The undersigned, being Unit Owners of The Courts of Chaffee Condominium entitled to exercise at least seventy-five percent (75%) of the voting power of The Court of Chaffee condominium Association, make the following Amendment to the Declaration of Condominium Ownership for The Courts of Chaffee Condominium.

R E C I T A L S:

A. The Original Declaration; Original Submission.

On February 10, 1987, the Declaration of Condominium Ownership for The Courts of Chaffee Condominium, together with Drawings, Attachments, and By-Laws were filed for record and recorded in Volume 87-0837 at pages 14, et seq., and in Condominium Map Book 64 at pages 76 to 90, of Cuyahoga County Records (the Declaration, with its By-Laws and Drawings, is hereinafter referred to as the "Declaration").

B. Amendments.

On January 14, 1988, "Amendment No. 1 to the Declaration of Condominium Ownership for The Courts of Chaffee Condominium," together with Drawings attached as an Exhibit thereto, were filed for record and recorded in Volume 88-0158 at page 68, et seq., and in Condominium Map Book 70, page 37, et seq. of Cuyahoga County

Records, and Subsequent amendments to the Declaration have amended same as shown by public record and retained by the officers of the Condominium Association.

C. Authority to Amend.

The undersigned have voted to amend the Declaration as herein provided pursuant to the rights contained therein and as otherwise permitted by Chapter 5311, et seq., Ohio Revised Code.

THEREFORE, the undersigned and those appointed to act on their behalf according to law hereby approve and effect this Amendment No. 7.0 to the Declaration.

1. Definitions.

Any definitions contained in Section 1 of the Declaration which define the words and phrases used in this Amendment No. 7.0 shall be applied unless the context otherwise requires, in which event such definitions shall be liberally construed to effect the expressed and implied purposes of this Amendment, as shall all newly-defined terms contained in this Amendment.

2. Amendment to Declaration Section 9.(r).

Section 9 of the Declaration is amended and supplemented as follows:

(r) Rentals.

The application and definitions of the terms "lease" and "rent" contained in this paragraph shall be the same as that in the paragraphs which follow, and in Declaration Section 1, with this Subsection 9 (r) controlling in the event of any conflict in interpretation or any ambiguity in construction.

No Unit shall be rented for transient, temporary housing, or hotel purposes. However, a Unit Owner shall have the right to lease a single Unit, provided the lease is made subject to the covenants and restrictions of this Declaration and Bylaws, and the lease has set forth or attached to it a copy of this entire Section 9, and a copy of all current Bylaws and Rules and such other covenants and restrictions of this Declaration as the Board may, from time-to-time, deem appropriate for purposes of notice to occupants. Due notice of such addendum materials shall be provided in advance to the Unit Owner. The Board may provide an addendum to be attached to each permissibly leased Unit. Such addendum shall contain all information the Board requires to be incorporated in such leases. Each Unit Owner must give a true copy of each lease affecting the Unit to the Board. This subsection 9 (r) shall not apply to Units owned by The Courts of Chaffee Condominium Association, Inc., which Units may be leased by The Courts of Chaffee Condominium, Inc. periodically for periods greater or lesser than six (6) full calendar months with the approval of the Board for the sole purpose of mitigating potential losses to The Courts of Chaffee Condominium, Inc. and maximizing the values of the Association Units generally.

Notwithstanding anything expressed or implied to the contrary in the paragraph which follows, or the Declaration, Maps and Bylaws, no Unit owner or any person acting on a Unit Owner's behalf shall directly or indirectly do any act; and/or retain any ownership, leasehold, license or other legal or equitable interest in; and/or belong to, promote, participate in, be a partner, shareholder or other holder of any vested or unvested right in any association, scheme, corporation, partnership or other form of contractual or practical ownership or affiliation; and/or be an obligor, obligee, assignee or party to any contract or contractual relationship which causes or allows any person to do any of the foregoing acts which results or may result in such person's direct or indirect receipt of rent or similar occupancy fee or other remuneration or exchange of anything of value in consideration of any right to occupancy Unit

unless such Unit is simultaneously occupied on a continuing or other regular basis by an Owner of such Unit at the time any "rent" or other remuneration is payable or owed by any non-Owner occupant of the Unit. This prohibition shall apply, however, only if said Unit Owner has any other simultaneous interest in or relationship to (as defined above) any other Unit.

These restrictions and limitations contained in this Subsection 9 (r) shall not apply to any person who obtains an interest in a Unit involuntarily by "descent or distribution" or other involuntary operation of law as long as such Unit is not held primarily for speculative, investment or rental purposes or for a period longer than six months without demonstrable reasonable cause, or if such multiple Units held in common "ownership" or other interest of the Unit Owner are occupied by the Unit Owner's relative of blood or marriage on a continuing or routine, residential basis.

Except as otherwise permitted by this Subsection 9 (r), each Unit shall be occupied by a fee owner in condominium, and no other multiple leasehold, license or general tenancy interest shall otherwise be permitted for any Unit or its Owner as stated herein.

The requirements of this Subsection 9 (r) relating to owner-occupancy and leasehold or other tenancies shall be effective as to all Units and Unit Owners as of the date of filing for record hereof, except that these requirements shall not be deemed to impair, alter or otherwise affect any presently existing, bona fide or arm's length lease or other contract affecting any present Unit Owner and any present occupant as long as the Owner of such non-Owner-occupied Unit has otherwise complied with all other provision of the Declaration and the Bylaws, and the lease or other contract which permits such present occupancy is not assigned or extended in any fashion which would permit a stranger to any existing occupant or Unit Owner to protract the term of said existing contract of occupancy for the effect or design of circumventing the general intent of this Section, by assignment, sublease, novation or other legal device.

3. Effective Date.

This Amendment No. 7 shall become effective (a) when it shall have been consented to and executed by Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association; (b) when this instrument so executed has been filed for record with the Recorder of Cuyahoga County and otherwise duly recorded, and (c) when the President or Secretary of the Association has executed the affidavit attached hereto, which states that a copy of this Amendment has been personally delivered or mailed to each mortgagee which has bona fide liens of record against a Unit Ownership Interest in accordance with the Declaration, provided that such mortgagee or mortgagor has given the Secretary the current name and address of the holder of the mortgage as provided in the Declaration.

CPN

4. Continued Effect.

The Declaration, except as expressly modified by this Amendment No. 7.0 and all Amendments duly recorded of earlier date, is and continues to be in full force and effect.

IN WITNESS WHEREOF, the undersigned, being Unit Owners of the Units set forth opposite their respective names, having the shares of interests designated, and collectively being entitled to exercise at lease seventy-five percent (75%) of the voting power of the Association, have executed this Amendment on the date set forth opposite their respective names.

<u>Date</u>	<u>Signed and Acknowledged in the Presence of</u>	<u>Unit Owner</u>	<u>Unit # on Drawing/ Street No.</u>	<u>Share of Interest</u>
	<u>Herbert W. Seibbe</u>	<u>PRR Inc</u>	Building 1	
<u>10/4/93</u>	<u>Janice Seibbe</u>	<u>Suzanne W. Fielder</u>	1/6917	1/31
<u>9/25/93</u>	<u>Herbert W. Seibbe</u>	<u>Jack Keller / Elizabeth A. Usner</u>	2/6909	1/31
<u>10-6-93</u>	<u>Herbert W. Seibbe</u>	<u>George A. Koff</u>	3/6901	1/31
<u>10/15/93</u>	<u>Herbert W. Seibbe</u>	<u>Jack Keller</u>	4/6893	1/31
	<u>Herbert W. Seibbe</u>	<u>William L. Shinner</u>	Building 2	
<u>10-4-93</u>	<u>Janice Seibbe</u>	<u>Dorothy M. Skinner</u>	5/6885	1/31
<u>10-14-93</u>	<u>Janice R. Seibbe</u>	<u>Sarah Marie Klend</u>	6/6877	1/31
<u>10-1-93</u>	<u>Janice R. Seibbe</u>	<u>Karen K. Zamba</u>	7/6869	1/31
	<u>Herbert W. Seibbe</u>	<u>Janette Kozak</u>		

Date	Signed and Acknowledged in the Presence of	Unit Owner	Unit # on Drawing/ Street No.	Share of Interest
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9/25/93	Herbert W. Seibbe Charles Nadin	George Korsch Elizabeth M. Korsch	Building 3 10/6850	1/31
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10/5/93	Herbert W. Seibbe George Korsch	Thomas Dieckhoff Margaret Dieckhoff	9/6856	1/31
10/1/93	Herbert W. Seibbe Janice R. Seibbe	John J. Korsch Rosemarie Seibbe	4/6846	1/31

10/6/93	Herbert W. Seibbe George Korsch	Building 4 Kathryn Breen	12/6838	1/31
10/5/93	Charles Nadin Lisa Kersch	13/6834	1/31	

9/25/93	Herbert W. Seibbe George Korsch	14/6830 Charles Nadin Lisabteropoulos	15/6826	1/31
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10/4/93	Herbert W. Seibbe Janice R. Seibbe	John J. Smith Cnet Smith	16/6822 Bldg 2	1/31
10/4/93	Herbert W. Seibbe Janice R. Seibbe	Diane J. Jamer Doug J. Jamer	8/6861	1/31

<u>Date</u>	<u>Signed and Acknowledged in the Presence of</u>	<u>Unit Owner</u>	<u>Unit # on Drawing/ Street No.</u>	<u>Share of Interest</u>
	<u>Herbert W. Scibbe</u>	<u>Harold Hughes</u>	Building 5	—
<u>10-8-93</u>	<u>Janice R. Little</u>	<u>Rufus Hughes</u>	<u>19/6829</u>	<u>1/31</u>
<u>10/1/93</u>	<u>Herbert W. Scibbe</u>	<u>Virginia Bishop</u>	<u>18/6833</u>	<u>1/31</u>
	<u>Janice R. Little</u>			
<u>9/25/93</u>	<u>George K. Kach</u>	<u>Herbert W. Scibbe</u>		
	<u>Charles Kach</u>	<u>Janice R. Little</u>	<u>20/6825</u>	<u>1/31</u>
	<u>John J. Latona</u>	<u>Janice R. Little</u>	Building 6	
<u>10/15/93</u>	<u>John J. Latona</u>	<u>Janice R. Little</u>	<u>21/6821</u>	<u>1/31</u>
<u>10/19/93</u>	<u>Herbert W. Scibbe</u>	<u>Janice R. Little</u>	<u>22/6817</u>	<u>1/31</u>





Unit Owner

Share  
of  
Interest

Building \_\_\_\_\_

Herbert Sw. Scatter Allen H. Hyatt  
10/20/93 Janine R. Scatter

14/6830

$$\frac{1}{3}$$

Building \_\_\_\_\_

# RESOLUTION

WHEREAS, the officers of The Courts of Chaffee Condominium, Inc. agree that "owner occupancy" of Units should be promoted and reasonably maximized, in accord with common impression and beliefs;

AND WHEREAS, the Declarations and Bylaws of the Association limit and/or prohibit "business" to be conducted from Units;

AND WHEREAS, single or common ownership of multiple Units by design or practical effect in itself can constitute a business purpose and promotes Unit ownership for speculative purposes which encourages rented, non-owner-occupied Units;

Therefore, it is resolved as follows:

The Amendment to the Declaration of the Association, attached hereto as Exhibit "A", shall be distributed to each Unit Owners for his or her consideration and approval, and to each mortgage holder who is entitled to notice of same, in accordance with the procedure prescribed in the Declaration.

Upon approval of the requisite number of Unit Owners, said amendment shall be duly filed according to law.

IT IS SO RESOLVED as of this 17 day of September, 1993,

Herbert W. Seibbe,

Kenneth R. Wiley,

George R. Paege,

John J. Tatoma,

Charles H. Hadden,

David Keller,

**AFFIDAVIT**

The undersigned, HERBERT W. SCIBBE,  
President of The Courts of Chaffee, Inc., serving on behalf of same  
and the condominium association, being duly sworn under oath,  
states that a copy of the within Amendment to the Declarations of  
said Condominium has been mailed by certified mail at the time  
specified in the Declaration of Condominium ownership of The Courts  
of Chaffee Condominium to all mortgagees having bona fide liens of  
record against any Unit who have, or whose mortgagors have complied  
with said Declaration and are entitled to notice thereunder.

Further Affiant sayeth not.

Herbert W. Scibbe  
Affiant

STATE OF OHIO            )  
                                  ) SS.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State,  
personally appeared the above named The Courts of Chaffee Condomin-  
ium, Inc., and its unit owners' association by HERBERT W. SCIBBE  
its President, who acknowledged that he/she did sign the foregoing  
instrument, and that the same is the free act and deed of said  
corporation and association and he/her free act and deed personally  
and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official  
seal, at Brecksville, Ohio, this 20<sup>th</sup> day of  
October, 1993:

Helen M. Nowak  
Notary Public

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

Third Federal Savings & Loan Association  
Residential Mortgage Loans  
7007 Broadway Ave.  
Cleveland, OH 44105

Gentlemen:

The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: #3-6909 Chaffee Ct., S. Klingler, #4-6893, S.L. Serio,  
#8-6861, G. James, #16-6822, J. Smith, #19-6829 Klingler-  
Jakisha, #20-6825 H. Scibbe, #22-6817 P. Dubinsky,  
#29-6800 D. Riegelmayr, #30-6798 K. Wiley

Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

First Ohio Mortgage Corp.  
Home Mortgage Dept.  
6000 Freedom Square Dr.  
Independence, OH 44131

Gentlemen:

The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: #6-6877 Chaffee Ct. R. Bertin  
#30-6802 Chaffee Ct. V. Delgado

Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

Dollar Bank  
Mortgage Service Center  
P.O. Box 8469  
Canton, OH 44711

Gentlemen:

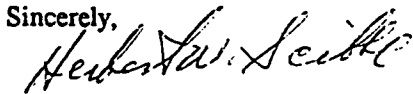
The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: #15-6826 Chaffee Ct. C. Nardis  
#10-6850 Chaffee Ct. G. Peacock

Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

Society Bank  
Customer Service Dept.  
900 Euclid Ave., Tenth Floor  
Cleveland, OH 44115

Gentlemen:

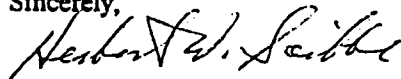
The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: #13-6834 Chaffee Ct. R. Toman  
#21-6821 Chaffee Ct. A. Podojil

Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

Charter One Bank  
Customer Service Dept.  
1215 Superior Ave.  
Cleveland, OH 44114

Gentlemen:

The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: #11-6846 Chaffee Ct. J. Lakner

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Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

Charter One Bank  
Customer Service Dept.  
1215 Superior Ave.  
Cleveland, OH 44115

Gentlemen:

The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: ~~#9-6856 Chaffee Ct. T. & M. Diedrich~~

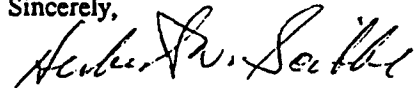
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Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

Parkview Federal  
Customer Service Dept.  
2815 North Moreland Blvd.  
Shaker Hts, OH 44120

Gentlemen:

The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: ~~#14 6830 Chaffee Ct. A. Lorenzi~~

Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Courts of Chaffee Condominium Association, Inc.  
6825 Chaffee Court  
Brecksville, Ohio 44141

September 24, 1993

Great Northern Savings Co.  
Customer Service Dept.  
524 West Park Ave.  
Barberton, OH 44203

Gentlemen:

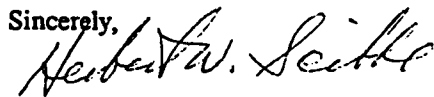
The Courts of Chaffee Condominium Association, Inc. desires to amend its Declaration by adding the enclosed Amendment 7.0. In accordance with Paragraph 20(b) of the Declaration, we are notifying you of this intent and seeking your agreement and consent since you hold mortgage liens on the unit(s) listed below.

Units: #1-6917 Chaffee Ct. P. & S. Fielder  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate your consent to me at the above address at your earliest possible convenience.

Thank you.

Sincerely,



Herbert W. Scibbe, President  
Courts of Chaffee Condominium Association, Inc.

Encl.:

Date: October 14, 1993

## MORTGAGEE CONSENT

We, the mortgage holder of the of  
unit(s) 6856 Chaffee Ct. - J. Lakner

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of the Courts of Chaffee Condominium Association, Inc., hereby consent to the proposed  
amendment No. 7 to the Declarations.

by: 

Richard F. Novak  
Senior Vice President

For: CHARTER ONE BANK, F.S.B.

Date: 10/14/93

## MORTGAGEE CONSENT

We, the mortgage holder of the of

unit(s) #14-6830 Chaffee Ct., A. Lorenzi

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of the Courts of Chaffee Condominium Association, Inc., hereby consent to the proposed amendment No. 7 to the Declarations.

by:

*Anne M. Spinner*

Anne M. Spinner,

Assistant Vice President

For:

Park View Federal Savings Bank  
25350 Rockside Rd.  
Bedford Heights, Ohio 44146

Date: October 21, 1993

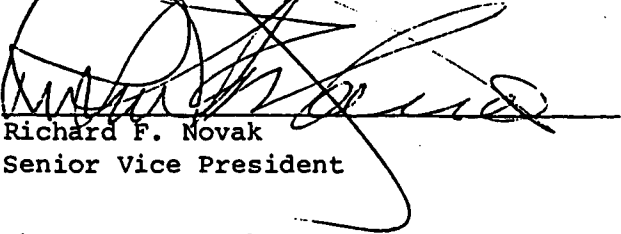
## MORTGAGEE CONSENT

We, the mortgage holder of the of  
unit(s) #9 6856 Chaffee Ct. T. & M. Diedrich

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of the Courts of Chaffee Condominium Association, Inc., hereby consent to the proposed  
amendment No. 7 to the Declarations.

  
by: Richard F. Novak  
Senior Vice President

For: Charter One Bank, F.S.B.

**Date:** Oct. 29, 1993

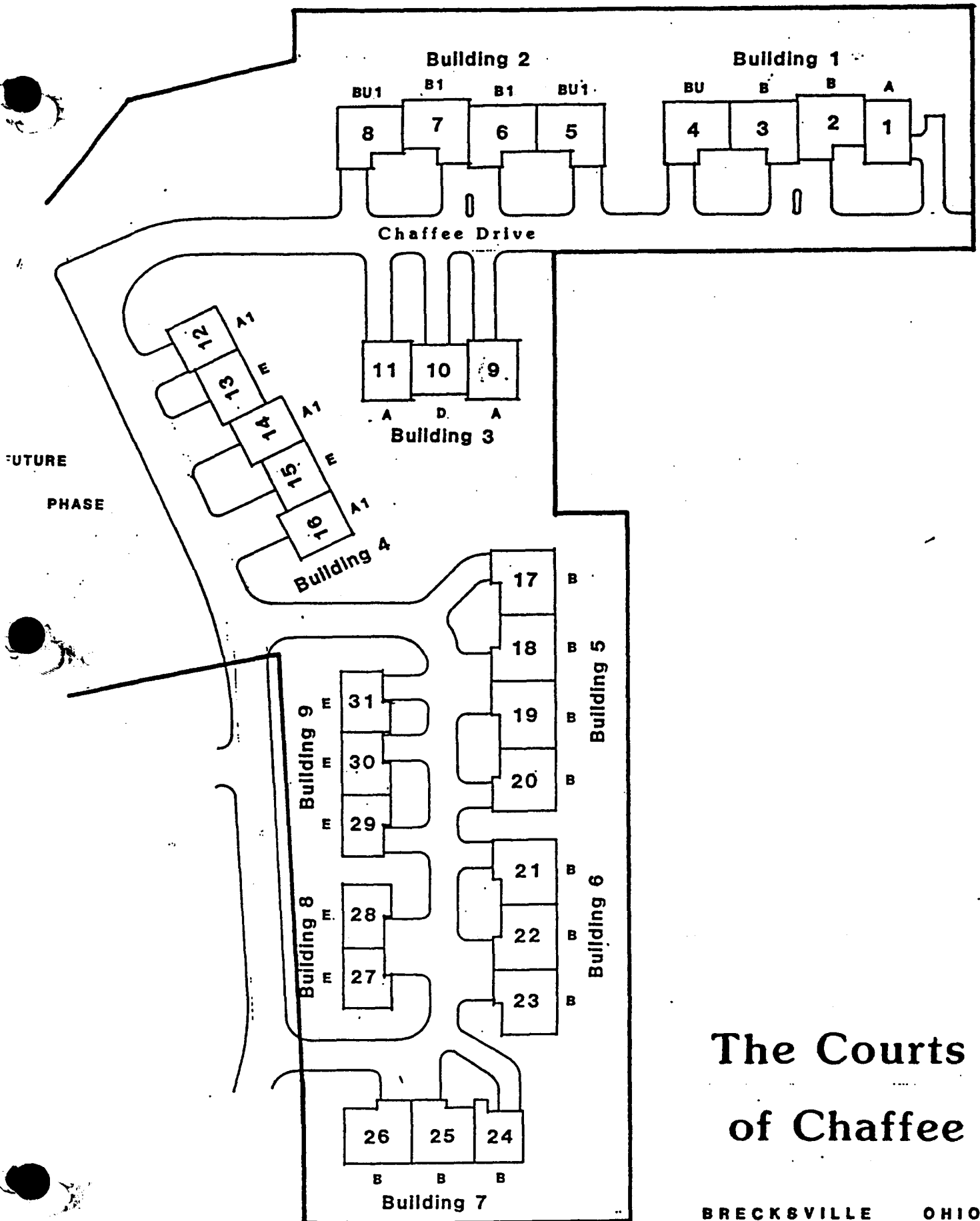
# MORTGAGEE CONSENT

We, the mortgage holder of the of  
unit(s) #1-6917 Chaffee Ct., P. & S. Fielder

**of the Courts of Chaffee Condominium Association, Inc., hereby consent to the proposed amendment No. 7 to the Declarations .**

by: R. M. Critchfield  
R. M. Critchfield, Vice-President

For: Great Northern Savings Company  
524 W. Park Ave.  
Barberton, OH 44203



# The Courts of Chaffee

BRECKSVILLE OHIO

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE COURTS OF CHAFFEE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR THE COURTS OF CHAFFEE  
CONDOMINIUM RECORDED AT VOLUME 87-0837, PAGE 14 ET SEQ. OF  
THE CUYAHOGA COUNTY RECORDS.

**AMENDMENT TO THE**  
**DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**THE COURTS OF CHAFFEE CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium Ownership for The Courts of Chaffee Condominium (the "Declaration") and the Bylaws of The Courts of Chaffee Condominium Association, Inc. (the "Bylaws"), the Declaration, were recorded at Cuyahoga County Records, Volume 87-0837, Page 14 et seq., and

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

**WHEREAS**, Declaration Paragraph 20(b) authorizes amendments to the Declaration and Bylaws, and

**WHEREAS**, Unit Owners representing at least 75% 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"), and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment signed by Unit Owners representing 80.6% of the Association's voting power as of November 17, 2015, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 80.6% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

**WHEREAS**, attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendment will be mailed by certified mail to personally delivered or mailed to all mortgagees on the records of the Association once the Amendment is recorded with the Cuyahoga County Recorder's Office, and

**WHEREAS**, attached as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendment, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Courts of Chaffee Condominium is amended by the following:

**AMENDMENT A**

*[Intentionally Left Blank - Amendment Proposal Still Pending]*

**AMENDMENT B**

*[Intentionally Left Blank - Amendment Proposal Still Pending]*

**AMENDMENT C**

*[Intentionally Left Blank - Amendment Proposal Still Pending]*

**AMENDMENT D**

DELETE BYLAWS ARTICLE IV, SECTION 1, PARAGRAPH F entitled, “Care of Common Elements,” in its entirety. Said deletion to be taken from Pages 13-14 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 87-0837, Page 14 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 1, PARAGRAPH F entitled, “Care of Common Elements.” Said new addition, to be added on Page 13 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 87-0837, Page 14 et seq., is as follows:

F. Care of Common Elements. The Board will fix and determine from time to time the Common Expenses necessary and adequate for the operation, insurance, and reasonable maintenance, repair, or replacement of the Common Elements. Funds for the

payment of Common Expenses for the Common Elements will be assessed against the Unit Owners in the manner and proportions and payable as provided in the Declaration and these Bylaws. Special Assessments, if any should be required by the Board, will be levied and paid in the manner as directed by the Board.

DELETE BYLAWS ARTICLE IV, SECTION 1, PARAGRAPH G entitled, "Additional Expenses," in its entirety. Said deletion to be taken from Page 14 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 87-0837, Page 14 et seq.

INSERT a new BYLAWS ARTICLE IV, SECTION 1, PARAGRAPH G entitled, "Capital Additions, Alterations and Improvements." Said new addition, to be added on Page 14 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 87-0837, Page 14 et seq., is as follows:

G.     Capital Additions, Alterations and Improvements.

Notwithstanding anything in these Bylaws or in the Declaration which authorizes expenditures no single expenditure exceeding 20% of that year's estimated budget, as determined in accordance with Bylaws Article V, Section 1, will be made by the Association for any additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement) of the Common Elements, without, in each case, the prior approval of the members of the Association entitled to exercise a majority of the voting power of all members of the Association present in person or by proxy at any annual or special meeting duly held for such purposes. If such approval should be obtained, the Board will proceed with such additions, alterations or improvements and will assess all Unit Owners for the cost as a Common Expense. The limitations on expenditures by the Association contained in this Subsection will not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property, for the safety of persons, to maintain compliance with any applicable local, state or federal codes, ordinances, laws, rules or regulations, or to avoid suspension of any necessary services. The foregoing provisions

of this Subsection will not apply to the rehabilitation and renewal of obsolete property, which will be governed by the Declaration.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the maintenance, repair, and replacement of the Common Elements, establishing the capital additions limit as a percentage of the estimated budget, and clarifying the applicability of the limit. 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 such filing have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

The Courts of Chaffee Condominium Association, Inc. has caused the execution of this instrument this 9 day of December, 2015.

THE COURTS OF CHAFFEE CONDOMINIUM ASSOCIATION, INC.

By: John B. Nolan  
JOHN NOLAN, its President

By: Teresa Moran  
TERESA MORAN, its Secretary

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Courts of Chaffee Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 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.

gm I have set my hand and official seal in Brecksville, Ohio, this December day of December, 2015.

Anne Marie Villeneuve  
NOTARY PUBLIC

Place notary stamp/seal here:

Anne Marie Villeneuve - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: 3-4-2020

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

JOHN NOLAN, being first duly sworn, states as follows:

1. He is the duly elected and acting President of The Courts of Chaffee Condominium Association, Inc.
2. He caused copies of the Amendment to the Declaration to be mailed by certified mail to personally delivered or mailed to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.

John B. Nolan  
JOHN NOLAN, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named JOHN NOLAN who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Brecksville, Ohio, this 4th day of December, 2015.

Anne Marie Villeneuve  
NOTARY PUBLIC

Place notary stamp/seal here:

Anne Marie Villeneuve - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: 3-4-2020

EXHIBIT B

CERTIFICATION OF SECRETARY

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS

TERESA MORAN, the duly elected and acting Secretary of The Courts of Chaffee Condominium Association, Inc., certifies that there is on file in the Association's records, the names of the following mortgagees who have consented to the proposed Amendment to the Declaration: None.

Teresa Moran  
TERESA MORAN, Secretary

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

IN TESTIMONY WHEREOF, I have set my hand and official seal in Buchsville, Ohio, this 21 day of December, 2015.

Anne Marie Villeneuve  
NOTARY PUBLIC

Place notary stamp/seal here:

Anne Marie Villeneuve - Notary Public  
State of Ohio - Cuyahoga County  
Commission Expires: 3.4.2020