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Michael Chambers
CUYAHOGA COUNTY FISCAL OFFICE

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GOLDEN OAKS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR GOLDEN OAKS CONDOMINIUM RECORDED
AT VOLUME 14853, PAGE 419 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GOLDEN OAKS CONDOMINIUM**

RECITALS

- A.** The Declaration of Condominium Ownership for Golden Oaks Condominium (the "Declaration") and the Bylaws of The Golden Oaks Condominium Owners Association, Inc., Exhibit B of the Declaration (the "Bylaws"), were recorded at Cuyahoga County Records Volume 14853, Page 419 et seq.
- B.** Ohio Revised Code Section 5311.05(E)(1)(c) authorizes the Board of Directors (the "Board"), without a vote of the Unit Owners, to amend the Declaration "to bring the Declaration into compliance with this Chapter."
- C.** The Board approved the following matters to be modified (the "Amendments") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 ("Chapter 5311").
- D.** Each of the changes set forth in these Amendments are based on or in accordance with Chapter 5311.
- E.** The proceedings necessary to amend the Declaration and Bylaws as permitted by Chapter 5311 and the Declaration have in all respects been complied with.

AMENDMENTS

The Declaration of Condominium Ownership for Golden Oaks Condominium is amended by the Board of Directors as follows:

- (1) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE 18, SECTION C.** Said new addition to the Declaration, as recorded at the Cuyahoga County Records, Volume 14853, Page 419 et seq., and as amended at Instrument No. 200602220311, is:

The Board will impose the following enforcement procedure for levying enforcement assessments:

- (1) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, that includes:**

- (a) A description of the property damage or violation;
 - (b) The amount of the proposed charge or assessment;
 - (c) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - (d) A statement setting forth the procedures to request a hearing;
 - (e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
- (2) **Hearing Requirements:**
- (a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
 - (b) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.
 - (c) The Board will not levy a charge or assessment before holding a properly requested hearing.
- (3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.
- (4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.
- (5) The Association will deliver any written notice required above to the Unit Owner or any occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(2) MODIFY the 1st SENTENCE of the 1st PARAGRAPH of DECLARATION ARTICLE 14, SECTION D. Said modification to the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., and as amended at Instrument No. 200602220311, is: (new language is underlined)

The Association shall have a continuing lien upon the estate or interest in any Family Unit of the owner thereof and its percentage of interest in the Common Elements, for the payment of the portion of common expenses chargeable against such Family Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President or other designated representative of the Association, is filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board of Directors of the Association.

(3) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE V, SECTION 6. Said new addition to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., is:

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

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

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

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

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

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

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

(4) MODIFY BYLAWS ARTICLE II, SECTION 1. Said modification to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., and as amended at Instrument No. 200602220311, is: (deleted language is crossed out; new language is underlined)

Section 1. Number and Qualification. The Board of Directors shall consist of five persons, except as otherwise provided, all of whom must be owners of a unit or the spouse of an Owner. That notwithstanding, no one (1) unit may be represented by more than one (1) person on the Board at any one (1) time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. The majority of the Board will not consist of Unit Owners or representatives from the same Family Unit unless authorized by a resolution adopted by the Board of Directors prior to the Board majority being comprised of Unit Owners or representatives from the same Family Unit. If at any time, one bank, savings and loan association, insurance company or other lending institution may designate its representative who shall be a sixth member of the Board of Directors. Such representative need not be an owner or occupier of a unit.

(5) INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE II, SECTION 5. Said new addition to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., and as amended at Instrument No. 200602220311, is:

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors. Those written consents will be filed with the Board meeting minutes.

(6) INSERT a NEW PARAGRAPH to the end of DECLARATION ARTICLE 9. Said new addition to the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., is:

In addition, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

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

B. To meet the requirements of insurance underwriters;

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

D. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

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

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

G. To permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Unit Owner.

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

(7) **MODIFY BYLAWS ARTICLE II, SECTION 10(b)**. Said modification to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., and as amended at Instrument No. 200602220311, is: (deleted language is crossed out; new language is underlined)

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners, impacts zoning, or otherwise—and relates to matters affecting the Condominium Property;

(8) **INSERT a NEW DECLARATION ARTICLE 20, SECTION J.** Said new addition to the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., is:

(J) All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Family Unit address or to another address the Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

(1) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(2) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Unit Owner by either regular mail or hand delivered.

(9) **MODIFY the 1st SENTENCE of BYLAWS ARTICLE V, SECTION 3.** Said modification to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., is: (new language is underlined)

The Association shall build up and maintain a reasonable reserve for contingencies and replacement in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Unit Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement in writing annually.

(10) **DELETE BYLAWS ARTICLE II, SECTION 9** entitled "Fidelity Bonds" in its entirety. Said deletion to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq.

INSERT A NEW BYLAWS ARTICLE II, SECTION 9 entitled “Fidelity Coverage.” Said new addition to the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq., is:

Section 9. Fidelity Coverage. The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, “person who controls or disburses Association funds” means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

- (a) A management company's principals and employees;**
- (b) A bookkeeper;**
- (c) The president, secretary, treasurer, any other board member, or employee of the Association.**

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

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

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

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

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association shall be the designated agent on the policy.

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

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendments. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of these amendments, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Golden Oaks Condominium Owners Association, Inc. has caused the execution of this instrument this 6th day of July, 2023.

THE GOLDEN OAKS CONDOMINIUM OWNERS ASSOCIATION, INC.

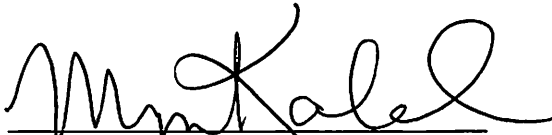
By: Donald Porochonski
DONALD POROCHONSKI, President

By: Dawn Miller
DAWN MILLER, Vice President

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named The Golden Oaks Condominium Owners Association, Inc., by its President and its Vice President, who acknowledged that they did sign the foregoing instrument, on page 9 of 10, and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 6th day of July, 2023.


NOTARY PUBLIC

Place notary stamp/seal here:



MADELYN KALAL
Notary Public, State of Ohio
My Comm. Expires 08/28/2027

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

PPN: MORT – 202309150141 PGS: 5
09/15/2023 09:45 AM
AMT: \$0.00 RCPT#: 20230915000040
CONV: \$0.00 PAID BY: KAMAN \$ CUSMANO,LLC
Phelan Chamberlain
CUYAHOGA COUNTY FISCAL OFFICE

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GOLDEN OAKS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR GOLDEN OAKS CONDOMINIUM
RECORDED AT VOLUME 14853, PAGE 419 ET SEQ. (INSTRUMENT NO.
323793) OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GOLDEN OAKS CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Golden Oaks Condominium (the "Declaration") and the Bylaws of The Golden Oaks Condominium Owners Association, Inc., Exhibit B of the Declaration, were recorded at Cuyahoga County Records Volume 14853, Page 419 et seq. (Instrument No. 323793).

B. Section 5311.05(E)(1)(a) of the Ohio Revised Code authorizes the Board of Directors, without a vote of the Unit Owners, to amend the Declaration "to meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions."

C. The Board of Directors approved the following matter to be modified (the "Amendment") to bring the Declaration into compliance with Ohio Revised Code Chapter 5311 and the requirements of the Federal Housing Administration, and/or federal law.

AMENDMENT

The Declaration of Condominium Ownership for Golden Oaks Condominium is amended by the Board of Directors as follows:

INSERT THREE new PARAGRAPHS to the end of DECLARATION ARTICLE 3, SECTION B(11). Said new addition to the Declaration, as recorded at Cuyahoga County Records, Volume 14853, Page 419 et seq. (Instrument No. 323793), and as amended at Instrument No. 200602220311, is:

Notwithstanding the foregoing provisions of Declaration Article 3, Section B(11), for the Condominium Property to meet the requirements of all institutional mortgagees, guarantors, insurers of first mortgage loans, and similar institutions for loans to finance the purchase or ownership of Family Units by Owner occupants and for

the Condominium Property to be primarily an owner-occupied residential community, no more than 50 percent Family Units may be leased or rented at any given time. If, however, at the time this amendment is recorded, there are currently more than 50 percent of the total Family Units being leased, each of those Family Units being leased are exempt from this 50 percent limitation and may continue to be leased until titled ownership of the Family Units is transferred to a subsequent Owner. The term "owner-occupied" means a person or persons as defined and determined by institutional mortgagees, guarantors, insurers of first mortgage loans, and similar institutions. During any period when a Family Unit is vacant, the Family Unit is Owner-occupied for the purpose of this restriction.

In addition, any single person or entity, including, without limitation, any investor group, corporation, limited liability company, partnership, or trust, having a direct or indirect ownership interest in more than 10 percent of the total number of Units, as of the date this amendment is recorded with the Cuyahoga County Fiscal Office, is exempt and may continue to have an ownership interest in more than 10 percent of the total number of Family Units until titled ownership of any of the Family Units is transferred to a subsequent Owner causing ownership to be reduced to under 10 percent of the total number of Family Units; the Owner is then no longer exempt and is no longer excepted from this ownership limit. An exempt Owner that owns over 10 percent of the total number of Family Units is prohibited from purchasing additional Family Units that would further increase their percentage of total Family Units owned. This limitation on ownership does not apply to the Association or the holder, guarantor, or insurer of an institutional mortgage in one or more Family Units, or an entity related to any of the foregoing, which acquires the Family Unit(s) pursuant to the remedies provided in the mortgage, including, without limitation, foreclosure sale or deed-in-lieu of foreclosure.

The Board is granted the full power and authority to set rules, regulations, policies, and definitions in furtherance, but not in contradiction, of the above provisions, including, without limitation, to:

- (a) address and eliminate attempts to circumvent the meaning or intent of the above provisions;
- (b) define and regulate when a Family Unit is Owner-occupied versus being leased or rented when the Family Unit is titled in the name of a non-natural person, such as a trust or limited liability company; and
- (c) set procedures and requirements when determining when the number of Units leased or rented is at or near 50 percent of the total number of Family Units, including adopting a "waiting list" policy.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment regarding the leasing and ownership of units to comply with federal mortgagee requirements. 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 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 Golden Oaks Condominium Owners Association, Inc. has caused the execution of this instrument this 30th day of August, 2023.

THE GOLDEN OAKS CONDOMINIUM OWNERS ASSOCIATION, INC.


By: 
DONALD POROCHONSKI, President

By: 
DAVID ROLLAND, Secretary

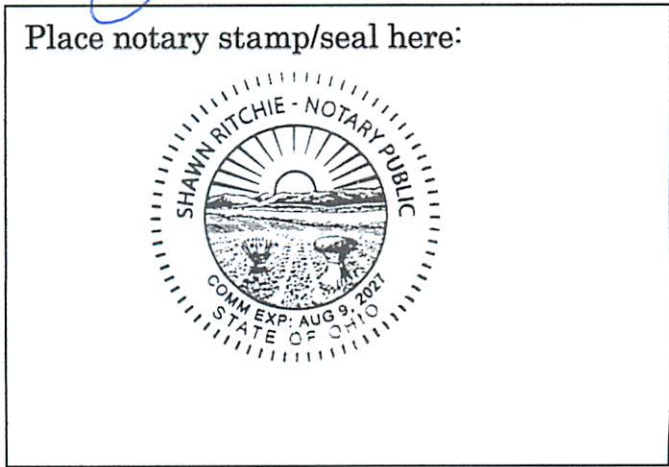
STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named The Golden Oaks Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 5, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as officers.

I have set my hand and official seal this 30th day of August, 2023.



NOTARY PUBLIC



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

PPN: DECL - 202401290322 PGS: 9
01/29/2024 01:39 PM
AMT: \$0.00 RCPT#: 20240129000238
CONV: \$0.00 PAID BY: KAMAN & CUSIMANO, LL

Heidi Cham Dao
CUYAHOGA COUNTY FISCAL OFFICE

CORRECTION AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
GOLDEN OAKS CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR GOLDEN OAKS CONDOMINIUM RECORDED AT VOLUME 14853, PAGE 419 ET SEQ. (INSTRUMENT NO. 323793) OF THE CUYAHOGA COUNTY RECORDS.

**CORRECTION AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
GOLDEN OAKS CONDOMINIUM**

RECITALS

- A.** The Declaration of Condominium Ownership for Golden Oaks Condominium (the "Declaration") was recorded at Cuyahoga County Records Volume 14853, Page 419 et seq. (Instrument No. 323793).
- B.** Declaration Article 14, Section B states that each Unit's ownership interest in the common profits and expenses is based on the proportionate estimated fair market value at inception that each Unit bears to the aggregate fair market value of all units.
- C.** The Association consists of 70 one-bedroom units, 66 two-bedroom units, and 12 three-bedroom units.
- D.** Declaration Article 6, Section A assigns a percentage of interest in the Common Elements to each Unit with 70 Units being assigned .006229%, 66 Units being assigned .007095%; and 12 Units being assigned .007975%, so that all one-bedroom units are assigned a .006229% interest in the Common Elements, all two-bedroom units are assigned a .007095% interest in the Common Elements, and all three-bedroom units are assigned a .007975% interest in the Common Elements.
- E.** Historically, assessments have always been assessed and paid with the 70 one-bedroom Units being assessed .006229%, the 66 two-bedroom Units being assessed .007095%, and the 12 three-bedroom Units being assessed .007975%.
- F.** The original plat map for the Association is recorded at Cuyahoga County Records Volume 33, Page 113 et seq. The original plat map contained errors and was revised and corrected three times.
- G.** When the percentage of interest in the Common Elements assigned in Declaration Article 6, Section A is compared to the plat maps, the following 16 Units in Building 3 have the wrong percentage of interest in the Common Elements assigned: 22071-A-5, A-7, A-9, and A-11; 22081-B-4, B-5, B-7, and B-8; and 22121-E-3, E-4, E-6, E-7, E-8, E-10, E-11, and E-12.

H. Declaration Article 6, Section A assigns a percentage of interest in the Common Elements to Building 3, Unit C-4 (22091-C-4), but the revised plat map recorded on August 14, 1980, at Cuyahoga County Records Volume 587, Page 59 et seq. does not have a Unit labeled C-4, but does have a Unit labeled C-12.

I. Section 5311.05(E)(1)(d) of the Ohio Revised Code authorizes the Board of Directors (the "Board"), without a vote of the Unit Owners, to amend the Declaration "to correct clerical or typographical errors or obvious factual errors in the declaration or an exhibit to the declaration".

J. The Board has therefore approved the following matters to correct the clerical and obvious factual errors created by the discrepancy between the chart in Declaration Article 6, Section A and the recorded plat maps to show the correct percentage of interest in the Common Elements assigned to each Unit and to correct Unit Number 22091-C-4 to Unit Number 22091-C-12.

K. The proceedings necessary to amend the Declaration as permitted by Chapter 5311 and the Declaration of Condominium Ownership for Golden Oaks Condominium have in all respects been complied with.

AMENDMENT

The Declaration of Condominium Ownership for Golden Oaks Condominium is amended by the Board of Directors as follows:

DELETE THE LIST OF PERCENTAGES OF INTEREST IN DECLARATION ARTICLE 6, SECTION A in its entirety.

INSERT a new LIST OF PERCENTAGES OF INTEREST IN DECLARATION ARTICLE 6, SECTION A. Said new addition to the Declaration is:

**PERCENT OF
INTEREST IN COMMON
ELEMENTS,
PERCENTAGE
REPRESENTATION FOR
VOTING PURPOSES IN
THE ASSOCIATION,
AND PERCENTAGE
INTEREST IN COMMON
PROFITS AND
EXPENSES**

FAMILY UNIT NUMBER	# OF BEDROOMS	
21801-A-1	1	0.006229
21801-A-2	1	0.006229
21801-A-3	1	0.006229
21801-A-4	2	0.007095
21801-A-5	1	0.006229
21801-A-6	1	0.006229
21801-A-7	2	0.007095
21801-A-8	1	0.006229
21841-B-1	2	0.007095
21841-B-2	2	0.007095
21841-B-3	2	0.007095
21841-B-4	2	0.007095
21841-B-5	2	0.007095
21841-B-6	2	0.007095
21841-B-7	2	0.007095
21841-B-8	2	0.007095
21841-B-9	2	0.007095
21841-B-10	2	0.007095
21841-B-11	2	0.007095
21881-C-1	2	0.007095
21881-C-2	1	0.006229
21881-C-3	2	0.007095

21881-C-4	1	0.006229
21881-C-5	1	0.006229
21881-C-6	2	0.007095
21881-C-7	1	0.006229
21881-C-8	1	0.006229
21921-D-1	1	0.006229
21921-D-2	2	0.007095
21921-D-3	1	0.006229
21921-D-4	1	0.006229
21921-D-5	2	0.007095
21921-D-6	2	0.007095
21921-D-7	1	0.006229
21921-D-8	1	0.006229
21921-D-9	2	0.007095
21921-D-10	2	0.007095
21921-D-11	1	0.006229
21961-E-1	1	0.006229
21961-E-2	2	0.007095
21961-E-3	1	0.006229
21961-E-4	1	0.006229
21961-E-5	2	0.007095
21961-E-6	2	0.007095
21961-E-7	1	0.006229
21961-E-8	1	0.006229
21961-E-9	2	0.007095
21961-E-10	2	0.007095
21961-E-11	1	0.006229
21999-F-1	2	0.007095
21999-F-2	1	0.006229
21999-F-3	2	0.007095
21999-F-4	2	0.007095
21999-F-5	1	0.006229
21999-F-6	1	0.006229
21999-F-7	2	0.007095
21999-F-8	2	0.007095

21999-F-9	1	0.006229
21999-F-10	1	0.006229
21999-F-11	2	0.007095
22071-A-1	1	0.006229
22071-A-2	1	0.006229
22071-A-3	1	0.006229
22071-A-4	3	0.007975
22071-A-5	1	0.006229
22071-A-6	1	0.006229
22071-A-7	2	0.007095
22071-A-8	3	0.007975
22071-A-9	1	0.006229
22071-A-10	1	0.006229
22071-A-11	2	0.007095
22071-A-12	3	0.007975
22081-B-1	1	0.006229
22081-B-2	1	0.006229
22081-B-3	1	0.006229
22081-B-4	2	0.007095
22081-B-5	1	0.006229
22081-B-6	1	0.006229
22081-B-7	2	0.007095
22081-B-8	1	0.006229
22081-B-9	1	0.006229
22091-C-1	2	0.007095
22091-C-2	2	0.007095
22091-C-3	2	0.007095
22091-C-5	2	0.007095
22091-C-6	2	0.007095
22091-C-7	2	0.007095
22091-C-8	2	0.007095
22091-C-9	2	0.007095
22091-C-10	2	0.007095
22091-C-11	2	0.007095
22091-C-12	2	0.007095

22111-D-1	1	0.006229
22111-D-2	1	0.006229
22111-D-3	1	0.006229
22111-D-4	2	0.007095
22111-D-5	1	0.006229
22111-D-6	1	0.006229
22111-D-7	2	0.007095
22111-D-8	1	0.006229
22111-D-9	1	0.006229
22121-E-1	1	0.006229
22121-E-2	1	0.006229
22121-E-3	1	0.006229
22121-E-4	3	0.007975
22121-E-5	1	0.006229
22121-E-6	1	0.006229
22121-E-7	2	0.007095
22121-E-8	3	0.007975
22121-E-9	1	0.006229
22121-E-10	1	0.006229
22121-E-11	2	0.007095
22121-E-12	3	0.007975
22011-A-1	1	0.006229
22011-A-2	3	0.007975
22011-A-3	1	0.006229
22011-A-4	1	0.006229
22011-A-5	1	0.006229
22011-A-6	3	0.007975
22011-A-7	2	0.007095
22011-A-8	1	0.006229
22011-A-9	1	0.006229
22011-A-10	3	0.007975
22011-A-11	2	0.007095
22011-A-12	1	0.006229

22051-B-1	2	0.007095
22051-B-2	2	0.007095
22051-B-3	2	0.007095
22051-B-4	2	0.007095
22051-B-5	2	0.007095
22051-B-6	2	0.007095
22051-B-7	2	0.007095
22051-B-8	2	0.007095
22051-B-9	2	0.007095
22051-B-10	2	0.007095
22051-B-11	2	0.007095
22065-C-1	3	0.007975
22065-C-2	1	0.006229
22065-C-3	1	0.006229
22065-C-4	1	0.006229
22065-C-5	3	0.007975
22065-C-6	1	0.006229
22065-C-7	1	0.006229
22065-C-8	2	0.007095
22065-C-9	3	0.007975
22065-C-10	1	0.006229
22065-C-11	1	0.006229
22065-C-12	2	0.007095

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above list that provides the percentage of ownership interest in the Common Elements assigned to each Unit. 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 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 Golden Oaks Condominium Owners Association, Inc. has caused the execution of this instrument this 5 day of January, 2024.

THE GOLDEN OAKS CONDOMINIUM OWNERS ASSOCIATION, INC.

By: *Donald Porochonski*
DONALD POROCHONSKI, President

By: *David Rolland*
DAVID ROLLAND, Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Golden Oaks Condominium Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of them personally and as such officers/

I have set my hand and official seal this 5 day of January, 2024.

Alexis Tansey
NOTARY PUBLIC

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

Place notary stamp/seal here:

