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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ROCKPORT COLONY CONDOMINIUMS

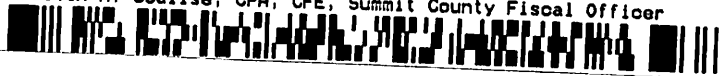
PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROCKPORT COLONY CONDOMINIUMS RECORDED AT OR 1244, PAGE 860 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR ROCKPORT COLONY CONDOMINIUMS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4-11-2023

BY: KRISTEN M. SCALISE CPA, CFE
FISCAL OFFICER

By: Beverly Coble
Beverly Coble



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
ROCKPORT COLONY CONDOMINIUMS

RECITALS

A. The Declaration of Condominium Ownership for Rockport Colony Condominiums (the "Declaration") and the Bylaws of Rockport Colony Condominium Unit Owners Association, Inc. (the "Bylaws"), Exhibit D the Declaration, were recorded at Summit County Records, OR 1244, Page 860 et seq.

B. The Rockport Colony Condominium Owners Association, Inc. (the "Association") is a corporation consisting of all Owners in Rockport Colony Condominium and as such is the representative of all Owners.

C. Declaration Article IX authorizes amendments to the Declaration and Bylaws Article VI, Section 13 authorizes amendments to the Bylaws.

D. 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 matters to be modified (the "Amendments").

E. As of February 9, 2023, Owners representing 79.47 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments A and B and authorizing the Association's officers to execute Amendments A and B on their behalf.

F. As of February 9, 2023, Owners representing 75.49 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.

G. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit once the Amendments are recorded with the Summit County Fiscal Office.



H. 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.

I. 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 Rockport Colony Condominiums is amended by the following:

AMENDMENT A

DELETE BYLAWS ARTICLE I, SECTION 4 entitled, "Voting Methods," in its entirety. Said deletion to be taken from the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., and as amended at Instrument No. 56612253.

INSERT a new BYLAWS ARTICLE I, SECTION 4 entitled, "Voting Methods." Said new addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

Section 4. Voting Methods. Voting on any matter, including the election of Directors, will be conducted via one of the following methods:

(a) Voting by Mail-In Ballot. Members may vote by written ballot as further provided in Bylaws Article II, Section 3, as amended.

(b) Voting by Electronic Voting Technology. Members may vote through the use of Electronic Voting Technology that is approved by the Board. "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 must be sent to the Members no



later than the date the meeting notice is sent to the Members in accordance with Bylaws Article I, Section 5(b) and 5(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 by Mail and by Electronic Voting Technology. Voting may also be conducted by mail or Electronic Voting Technology as provided for in this Bylaws Article I, Section 4(b) above, or any combination of the voting methods permitted in this Section 4 prior to the meeting.

The Board will decide how voting will be conducted and will communicate to the Owners within a reasonable time before the vote which method or methods by which Owners will vote in accordance with this Section 4. As of the date this amendment is recorded, any voting by proxy is prohibited. Any ballots, regardless of method, received subsequent to 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, 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 I, SECTION 5(b) entitled, "Special Meetings." Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(b) Special Meetings. Special 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 Directors of the Association or by Members entitled to cast at least twenty percent (20%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of members, ~~such the officer shall forthwith~~ will cause to be given to the Members entitled thereto written notice



by personal delivery or by mail of a meeting to be held on a date not less than ~~seven (7) days nor more than sixty (60)~~ 15 days after the receipt of such ~~the~~ request as such ~~the~~ officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such ~~the~~ request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting ~~shall~~ be held at the office of the Association or at such ~~another~~ place upon the Condominium Property or at such ~~a~~ place as ~~shall be~~ specified in the notice of such ~~the~~ meeting.

INSERT a new PARAGRAPH at the end of BYLAWS ARTICLE I, SECTION 5(d). Said addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

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, as defined in Article I, Section 5(e) below as amended, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE I, SECTION 5(e) entitled, "Order of Business," in its entirety. Said deletion to be taken from the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq.

INSERT a new BYLAWS ARTICLE I, SECTION 5(e) entitled, "Conduct of Meetings." Said new addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

(e) Conduct of Meetings. Prior to the meeting notice being sent to the Members in accordance with Bylaws Article I, Section 5(b) and 5(c), as amended, the Board will determine whether the meeting will be conducted physically so that the Members may attend in person, or by the use of Authorized Communications Equipment. "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. If it is determined that the meeting will be held via Authorized Communications Equipment, the Board will decide if the Members have the option to attend in person or via Authorized Communications Equipment or both.

If Authorized Communications Equipment is used, the persons utilizing the Authorized Communications Equipment must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the president, chair, or other person designated by the Board moderating the meeting, may silence or mute the Authorized Communications Equipment utilized to attend the meeting, unless the Member 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 Board's purpose or reason for not conducting an in person meeting and instead having a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

MODIFY BYLAWS ARTICLE I, SECTION 5(f) entitled, "Actions Without a Meeting." Said modification, to be made to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., and as amended at Instrument No. 56612253, is as follows (deleted language is crossed-out; new language is underlined):

(f) Actions Without Meeting. ~~With the exception of electing Directors as provided for in these Bylaws, a~~ All actions, except the election of or removal of a Director, which may must be taken at a meeting of the Association as provided in these Bylaws, may be taken without a meeting in accordance with the voting methods in Bylaws Article I, Section 4, as amended with the approval of and in writing or writings signed by Members having the percentage of voting power required to take the action if the same were taken at a meeting. The writings voting records will be filed maintained with the Secretary books of the Association.



DELETE BYLAWS ARTICLE II, SECTION 3 entitled, "Nominations, Election of Directors, Vacancies," in its entirety. Said deletion to be taken from the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., and as amended at Instrument No. 56612253.

INSERT a new BYLAWS ARTICLE II, SECTION 3 entitled, "Nominations, Election of Directors, Vacancies." Said new addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 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 II, Section 1, 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 I, Section 5(b) and 5(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 Members is by secret ballot, submitted either by mail, by Electronic Voting Technology, or a combination of those methods, as determined by the Board pursuant to Bylaws Article I, Section 4, as amended. The Association is not required to send ballots to the Members 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 are 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 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 whom 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) to 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.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment updating the ability for the Association to use mail-in ballots and Electronic Voting Technology for voting purposes, 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 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

DELETE BYLAWS ARTICLE I, SECTION 5(a) entitled, "Annual Meeting," in its entirety. Said deletion to be taken from the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq.

INSERT a new BYLAWS ARTICLE I, SECTION 5(a) entitled, "Annual Meeting." Said new addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

(a) Annual Meetings. For the election of the Board of Directors, the presentation of reports, and the transaction of any other business as is set forth in the meeting notice, the Association's annual meeting will be held at a time, at a place, and on a date during the month of April each calendar year as the Board of Directors determines and as stated in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. 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.

AMENDMENT C

DELETE BYLAWS ARTICLE II, SECTION 10 entitled, "Non-Liability of the Board of Directors," in its entirety. Said deletion to be taken from the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq.

RENUMBER BYLAWS ARTICLE II, SECTION 11 to read as BYLAWS ARTICLE II, SECTION 10. Said modification, to be made in the Bylaws Declaration, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq.

INSERT a new BYLAWS ARTICLE VII entitled, "INDEMNIFICATION." Said new addition, to be added to the Bylaws, Exhibit D of the Declaration, as recorded at Summit County Records, OR 1244, Page 860 et seq., is as follows:

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been a Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) the Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty(ies) to the Association; (ii) the Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, the Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft-related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft-related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel whom the Board will choose. Notwithstanding the opinion of independent legal counsel, to the extent that a Director, officer, or committee member is successful in

defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in the defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

Section 2. Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay the amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article is not exclusive but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in the capacity or arising out of their status as a Director, officer, or committee member.

Section 4. Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any contracts made in bad

faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in the Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under the contract or agreement (except as a Member).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article constitutes a common expense. The Board has the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Members arising out of the contract made by any Director, officer or committee member, or out of the aforesaid indemnity in favor of the Director, officer, or committee member is limited to the proportion of the total liability as said Member's pro rata share bears to the total percentage interest of all the Owners as Association Members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. 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.

AMENDMENT D

*Intentionally Left Blank - Amendment Proposal Did Not
Pass at the Time of Recording*



The Rockport Colony Condominium Owners Association, Inc. has caused the execution of this instrument this 16 day of MARCH, 2023.

ROCKPORT COLONY CONDOMINIUM OWNERS ASSOCIATION, INC.

By: 
ROBERT B. HART, JR., President

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Rockport Colony Condominium Owners Association, Inc., by its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 16 day of MARCH, 2023.


NOTARY PUBLIC

Place notary stamp/seal here:




RHONDA HENDROCK
Notary Public
State of Ohio
My Comm. Expires
July 26, 2025



The Rockport Colony Condominium Owners Association, Inc. has caused the execution of this instrument this 16 day of March, 2023.

ROCKPORT COLONY CONDOMINIUM OWNERS ASSOCIATION, INC.

By: 
ROBERT E. ZIELSKE, Secretary

STATE OF OHIO)
)
COUNTY OF SUMMIT)

SS

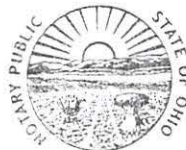
BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Rockport Colony Condominium Owners Association, Inc., by its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and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

I have set my hand and official seal this 16 day of MARCH, 2023.


NOTARY PUBLIC

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

Place notary stamp/seal here:



RHONDA HENDROCK
Notary Public
State of Ohio
My Comm. Expires
July 26, 2025



EXHIBIT B

CERTIFICATION OF SECRETARY

ROBERT E. ZIELSKE, the duly elected and acting Secretary of the Rockport Colony Condominium Owners Association, Inc., certifies there are no, as the term is used in Declaration Article IX, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a first 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 Amendments.



ROBERT E. ZIELSKE, Secretary

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

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

I have set my hand and official seal this 16 day of MARCH, 2023.


NOTARY PUBLIC

Place notary stamp/seal here:



RHONDA HENDROCK
Notary Public
State of Ohio
My Comm. Expires
July 26, 2025

