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LINDA A. FARMHAUSER
PORTAGE COUNTY RECORDER

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AMENDED DECLARATION OF
CONDOMINIUM OWNERSHIP
FOR
WINSLOW ESTATES CONDOMINIUMS
AURORA, OHIO

INDEXED

Original Declaration Recorded
Volume 192, Pages 979 to 1006
Portage County Records

Developed and Built By:
Ohio Land Development (Aurora), Inc.
516 East Washington Street
Chagrin Falls, Ohio 44022
(440) 247-0702

This will certify that copies of this Amended Declaration, together with the Drawings and Condominium Association By-Laws which are attached as Exhibits thereto, have been filed in the office of the Auditor of Portage County, Ohio

Date: FEB 20 1998

Portage County Auditor

Janet Esposito

VOL 0272 PAGE 108

This Instrument Prepared By:
* Henry B. Bruner
Attorney at Law
516 East Washington Street
Chagrin Falls, Ohio 44022
(440) 247-2102

In-Re Plat 98-10

TABLE OF CONTENTS

I	Definitions	1
II	Submission of Property	2
III	Description of Land	3
IV	Name	5
V	Covenants and Restrictions on Use of Condominium Property	5
	A. Purpose	5
	B. Restrictions	5
VI	General Description of Condominium	7
	A. Units	7
	B. Common Areas and Facilities	7
	C. Limited Common Areas and Facilities	8
VII	The Association	8
	A. Membership	8
	B. Board	8
	C. Administration	8
	D. Statutory Agent	9
VIII	Insurance	9
	A. Association Insurance	9
	B. Unit Owner insurance	9
IX	Assessments	9
	A. General	9
	B. Facilities Use	9
	C. Non-Payment	9
	D. Association Lien	10
	E. Conveyance of Unit	10
X	Additions to Condominium Property	10
XI	Miscellaneous	11
XII	Amendment	13

Exhibits

- A - Drawings
- B - By-Laws
- C - Schedule of Unit Percentage Interests

AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP
WINSLOW ESTATES CONDOMINIUMS

THIS AMENDED DECLARATION is made, pursuant to Chapter 5311 of the Ohio revised Code, by Ohio Land Development (Aurora), Inc., an Ohio corporation, having its principal office at 516 East Washington Street, Chagrin Falls, Ohio, and hereinafter referred to as "Declarant".

I - DEFINITIONS

For all purposes of this Declaration, and any subsequent amendment thereto, and except as otherwise expressly provided herein, the words and terms used in shall have the meanings specified in this section.

A. "Additional Parcel" means real property a part of the Entire Parcel immediately adjacent and contiguous to the Phase 1 Parcel, as defined herein, on which the Declarant expressly reserves the right to expand the Condominium Property by addition in development phases of parts of the Additional Parcel, up to a total of 62 additional Units.

B. "Association" means the organization of all the owners of Units in the Condominium Property, the Association being known as "Winslow Estates Condominium Owners' Association".

C. "Board" means the Board of Trustees or Board of Managers of the Association as the same may be constituted from time to time.

D. "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit "B", as the same may be amended from time to time.

E. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio, as the same may be amended or supplemented from time to time.

F. "Condominium Documents" means the Declaration and all Exhibits attached thereto or referenced therein, the By-Laws of the Association, any contracts pertaining to the management of the Condominium Property, and all other documents or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.

G. "Condominium Property" means the land, the buildings and all other improvements constructed on the Phase I Parcel, together with all easements, rights and appurtenances belonging to such land, and all other property personal or mixed, intended for use in connection therewith submitted by this Amended Declaration pursuant to the Condominium Act, provided however, that when at varying times and phases all or any part of the Additional Parcel is added to the Condominium Property pursuant to Provisions X and XII of this Amended Declaration, the term "Condominium Property" also shall include all or any part of the land in future development phases which is added to the Condominium Property pursuant to Article X of this Amended Declaration and all buildings, improvements thereon, and all easements, rights and appurtenances belonging thereto,

VOL 0272 PAGE 110

and all other property, personal or mixed, incident thereto and thereon.

H. "Common Areas and Facilities" means the Condominium Property and all other areas, facilities, places and structures within or upon the Condominium Property that are not part of a Unit as defined in the Declaration, as the same may be amended from time to time.

I. "Common Assessments" means the assessments charged proportionately against all Units for common purposes.

J. "Common Expenses" means such expenses as are so designated in the Condominium Act or in accordance with the Declaration, or both.

K. "Declarant" means Ohio Land Development (Aurora), Inc., an Ohio corporation.

L. "Declaration" means this Amended Declaration and all Exhibits attached thereto or referenced therein, and any and all amendments to the Declaration from time to time.

M. "Drawings" means the Winslow Estates Phase 1 Drawing of the Condominium Property prepared by a registered engineer and attached hereto as Exhibit "A" and the Winslow Estates General Site Plan Drawing prepared by a registered engineer and filed as Plat No. 97-29, Portage County Plat Records, both incorporated herein by reference.

N. "Entire Parcel" means the Phase 1 Parcel and the Additional Parcel.

O. "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities which are designated in the Declaration as reserved for a certain Unit to the exclusion of other Units.

P. "Phase 1 Parcel" means the Entire Parcel less the Additional Parcel.

Q. "Rules and Regulations" means such rules and regulations governing the operation and use of the Condominium Property, or any portion thereof, as may be adopted from time to time by the Association or the Board.

R. "Unit" means a part of the Condominium Property consisting of a free standing, single-family residential structure as designated by location on the Drawings.

S. "Unit Owner" means a person who owns a Unit and an undivided percentage interest in the Common Area of the Condominium Property, and any successor to the interest of a Unit Owner by or through legal proceedings or operation of law.

II - SUBMISSION OF PROPERTY

Declarant is the owner in fee simple of the Condominium Property, and hereby declares certain divisions, covenants, restrictions, limitations, uses and conditions respecting the Condominium

VOL 0272 PAGE 111

Property in order to submit the Condominium Property pursuant to the provisions of the Condominium Act, and thereby to create covenants running with the land and binding on Declarant and its successors and assigns forever.

III - DESCRIPTION OF LAND

A. Phase I Parcel:

Situated in the City of Aurora, County of Portage and State of Ohio, and known as being a part of Lot 27 in Aurora Township, and further known as being a part of the Winslow Estates General Site Plan as recorded as Plat No. 97-29 of Portage County Plat Records, and being bounded and described as follows:

Beginning at a P.K. Nail found at the intersection of the centerline of Winslow Drive with the centerline of Mennonite Road Seventy (70') feet wide;

Thence S-89°-55'-04"-W along said centerline of Mennonite Road a distance of 123.84 feet to a point;

Thence N-00°-04'-56"-W a distance of 40.00 feet to a capped iron pin set at on the Northerly line of said Mennonite Road said point being the Principal Place of beginning;

Thence continuing N-00°-04'-56"-W a distance of 120.03 feet to a capped iron pin set at an angle point;

Thence N-20°-50'-31"-E a distance of 62.60 feet to a capped iron pin set at an angle point;

Thence S-69°-09'-29"-E a distance of 95.08 feet to a capped iron pin set at an angle point;

Thence N-19°-40'-30"-E a distance of 160.19 feet to a capped iron pin set at an angle point;

Thence S-85°-26'-38"-E a distance of 55.25 feet to a capped iron pin set at an angle point;

Thence N-76°-08'-07"-E a distance of 141.56 feet to a capped iron pin set at an angle;

Thence S-13°-51'-53"-E a distance of 62.51 feet to a capped iron pin set at an angle point;

Thence S-00°-32'-00"-W a distance of 266.20 feet to a capped iron pin set on the Northerly line of said Mennonite Road;

VOL 0272 PAGE 112

Thence N-89°-28'-00"-W along said Northerly line a distance of 217.33 feet to a capped iron pin set at an angle point thereof;

Thence S-89°-55'-04"-W continuing along said Northerly line a distance of 152.58 feet to the Principal Place of beginning and containing 2.1188 acres of land, being the same more or less, but subject to all legal highways and easements of record in accordance with a survey prepared by Joseph R. Ciuni, Registered Surveyor No. 7394.

B. Entire Parcel:

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Original Aurora Township Lot No. 27 and further bounded and described as follows:

Beginning at the Northwest corner of Lot 27 in the centerline of South Chillicothe Road (S.R.43);

Thence South 00° 12' 00" West along the centerline of said road and the West line of Lot 27, a distance of 894.20 feet to a point;

Thence South 89° 28' 00" East, a distance of 602.40 feet to an angle point;

Thence South 89° 19' 11" East, a distance of 321.50 feet to the Northwesterly property corner of the land herein described, said point also being the principal place of beginning;

Thence South 89° 19' 11" East, a distance of 1165.04 feet to the Northeasterly property corner thereof;

Thence South 00° 07' 51" West, a distance of 1186.07 feet to a point on the centerline of Mennonite Road (60 feet wide), said point also being the Southeasterly property corner thereof;

Thence North 89° 28' 00" West along the centerline of said Mennonite Road, a distance of 633.48 feet to an angle point thereof;

Thence South 89° 55' 04" West, along the centerline of said road, a distance of 531.52 feet to the Southwesterly property corner thereof;

Thence North 00° 07' 51" East, a distance of 1094.77 feet to the Northwesterly property corner and the principal place of beginning and containing 29.1210 acres of land, be the same more or less, but subject to all legal highways and easements of record, according to survey of Adache-Ciuni-Lynn Associates, Joseph R. Ciuni, Registered Ohio Surveyor No. 7394.

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VOL 0272 PAGE 113

IV - NAME

The Condominium Property shall be known as Winslow Estates Condominiums.

V - COVENANTS AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY

A. Purpose:

The purpose of the condominium is to provide free standing, single-family residences, and appurtenant common facilities for such residences, in accordance with the Condominium Act, the Declaration, the By-Laws, and Rules and Regulations of the Association and the Board.

The use and occupancy of the Condominium Property, Common Areas and Facilities, Limited Common Areas and Facilities, and Units, at all times shall be subject to the restrictions herein set forth, and no Unit Owner or occupant shall cause or permit to exist a violation of such restrictions by himself or herself of any employee, agent, guest, licensee or invitee.

B. Restrictions:

(1) Prohibited Activities: No business, trade or occupational activity of any kind, commercial, educational, religious, or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on the Condominium Property or any part of the Condominium Property.

(2) Unauthorized Obstruction: There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas and Facilities (including vehicles) without the prior written consent of the Association Board.

(3) Hazardous Uses: Nothing shall be done or kept within or upon any Unit or the Common Areas and Facilities or Limited Common Areas and Facilities which may or will increase the rate of insurance on the Condominium Property, or any contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in or on the Owner's Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities which could result in the cancellation of insurance on the Condominium Property, or the contents thereof, or which would be in violation of any law, statute, ordinance, rule, regulation or order of any governmental authority, the Association or the Board.

(4) Nuisances: No activity of a noxious or offensive nature shall be permitted or carried on in or upon any Unit or the Common Areas and Facilities or Limited Common Areas and Facilities, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or occupants.

(5) Alteration of Common Areas: Nothing shall be altered, constructed or installed in or on the Common Areas and Facilities or the Limited Common Areas and Facilities except with the prior written consent of the Board.

VOL 0272 PAGE 114

(6) Vehicle Storage: No trucks, cars, or other motorized vehicles, boats, camper trailers, house trailers or other trailers shall be parked, stored, kept or maintained in any driveway, roadway or other Common Area or Facility for a period of more than 48 hours without the prior written approval of the Board.

(7) Animals and Pets: No animals, livestock or fowl of any kind shall be raised, bred or kept in or on any Unit, or in the Common Areas and Facilities or in the Limited Common Areas and Facilities, except dogs, cats or other household pets which may be kept in Units, subject to rules and regulations adopted by the Board, and provided that the same are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon written notice from the Board.

(8) Structural Integrity: Nothing shall be done in any Unit, or in, on or to any Unit, or in or on the related Limited Common Areas and Facilities of any Unit which may or will impair the structural integrity of the Unit or the Condominium Property, or which would structurally change the Unit or the Condominium Property.

(9) Exterior Surfaces: Nothing shall be caused or permitted to be hung or displayed on the outside of any Unit, except seasonal decorations, and unless and until the consent in writing of the Board first is obtained, no Unit Owner shall install or cause to be placed upon the exterior walls or roof of a Unit any awning, canopy, shutter, or radio or television antenna.

(10) Exterior Areas: Except for temporary "For Sale" or "For Rent" signs, no signs shall be permitted on the Condominium Property, the Common Areas and Facilities, the Limited Common Areas and Facilities or any Unit, and no clothes, sheets, blankets, or other articles of any kind shall be hung or exposed on any part of the Condominium Property, the Common Areas and Facilities or the Limited Common Areas and Facilities, and all Units, the Common and Limited Common Areas and Facilities shall be kept free and clear of rubbish, trash, debris and other unsightly materials.

(11) Sale, Rental or Alienation of Units:

(a) Units freely may be transferred by Unit Owners by sale, gift or devise, provided however, that prior to any such transfer the Board shall be notified of the name and address of the transferee, and the Unit Owner shall submit to the transferee a written statement indicating the maintenance responsibilities of the unit and Limited Common Areas and Facilities with respect to such Unit along with copies of the Declaration, By-Laws and Rules and Regulations, as the same may be amended from time to time.

(b) Units shall not be rented or leased for any transient purpose, which shall be defined as a period of less than ninety (90) days. Other than the foregoing, Unit Owners shall have the right to lease their Units provided that such lease is expressly made subject to the covenants and restrictions of the Declaration, the By-Laws and the Rules and Regulations of the Association and the Board, and that a copy of the lease and the names of all occupants under the lease is submitted to the Board prior to its effective date.

VI - GENERAL DESCRIPTION OF CONDOMINIUM

Until the Condominium Property may be expanded, as provided in Article X and XII of the Declaration, the Condominium is comprised of four (4) free standing, single-family residential Units, Limited Common Areas and Facilities appurtenant to each Unit, and Common Areas and Facilities, as show on the Winslow Estates Phase 1 Drawing, Exhibit "A" attached hereto.

A. Units:

(1) Each Unit bears an identifying number designated on Exhibit "A", and each Unit shall have its own street address. Unit Owners shall hold fee simple title to their respective Units, and the legal description for each unit shall consist of the identifying number for each Unit designated on the Drawing, and every deed, lease, mortgage or other legal instrument using such identifying number shall be deemed good and sufficient for all purposes as provided by the Condominium Act.

(2) Units shall be restricted to residential use, and all will be compatible in architectural style, quality of construction and principal materials used in construction.

(3) The location of each Unit is shown on the Drawings, and each Unit shall consist of the Unit's entire exterior and interior residential structure, including all fixtures and all plumbing, electric, heating, cooling installations and other service installations for the Unit, and all decks, patios, fencing or walls which are part of original construction or are made a part of the Unit after having been approved by the Board.

B. Common Areas and Facilities:

(1) The Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units, including roadways, driveways, trees, shrubs and landscaping, but excluding plantings in Limited Common Areas by Unit Owners or occupants. A portion of the Common Areas and Facilities shall constitute Limited Common Areas and Facilities.

(2) The Common Area bounded by and within the Winslow Circle Roadway shall be reserved and maintained in perpetuity for recreational purposes for the use and benefit of Unit Owners and occupants.

(3) The Common Areas and Facilities shall be owned by the Unit Owners as tenants in common, each Unit Owner having an identical and equivalent interest in the Common Areas and Facilities, and such ownership shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable except as may specifically be provided by the Condominium Act, nor may any Unit Owner otherwise waive or release any rights or interest in the Common Areas and Facilities, provided however, that if any Unit is owned by two or more persons, including, but not limited to, Units owned by partners, tenants in common, joint tenants, or tenants by the entireties, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such persons.

VOL 0272 PAGE 116

(4) The undivided interest in the Common Areas and Facilities shall not be separately encumbered, conveyed or otherwise divided from the Unit to which it appertains, and each such undivided interest in the Common Areas and Facilities shall be deemed conveyed and encumbered with its Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument, conveyance or encumbrance.

C. Limited Common Areas and Facilities:

(1) The Limited Common Areas and Facilities are those areas of land which are part of the Common Areas and Facilities immediately contiguous to each Unit structure extending six (6) feet from each point on the front and on both sides of each Unit structure and twenty (20) feet from each point on the rear of each Unit structure. Each Unit Owner shall have an exclusive and irrevocable license to use and occupy the Limited Common Area and Facilities for his or her Unit subject to any and all restrictions governing use set forth in the Declaration, the By-Laws or Rules and Regulations of the Association and the Board.

(2) Unit Owners shall be permitted to plant, install, locate and maintain within the rear Limited Common Area of each Unit: flower gardens, vegetable gardens, concrete or brick patios, barbeque grills, lawn furniture, bird houses or feeders, portable play equipment, wooden decks and wooden fences, provided, however, that any wood structure or fence must be approved by the Board prior to installation and be constructed and installed in conformity with Board approved Rules and Regulations.

(3) Each Unit Owner shall be obligated to maintain and keep in good order and repair the Limited Common Areas and Facilities appurtenant to his or her Unit, and to comply with all provisions of the Declaration, the By-Laws, and Rules and Regulations applicable to Limited Common Areas and Facilities adopted by the Association or the Board.

VII - THE ASSOCIATION

Declarant shall cause to be formed an Ohio corporation not for profit to be named "Winslow Estates Condominium Owners' Association" which shall administer the Condominium Property.

A. Membership: Upon acquisition of title to a Unit, each Unit Owner automatically shall become a member of the Association, and upon relinquishment of title to a Unit such membership automatically shall terminate, and the new Unit Owner shall become a member of the Association. Each unit shall be entitled to one vote.

B. Board: The Board of Trustees of the Association collectively shall constitute the Board of Managers of the Association. The Board and the officers of the Association shall be elected as provided in the By-Laws. The Board shall be vested with and shall exercise those rights and powers, and discharge the obligations and duties, conferred by operation of law, the Condominium Act, the Declaration, and the By-Laws.

C. Administration: The Condominium Property shall be administered in accordance with the

VOL 0272 PAGE 117

provisions of the Condominium Act, the Declaration and the By-Laws. Each Unit Owner, tenant or occupant of a Unit shall comply with the Condominium Act, this Declaration, the By-Laws, and the Rules and Regulations of the Association and the Board, as lawfully adopted or amended from time to time. A failure to comply with any of the foregoing shall be grounds for an action to recover sums due as and for damages and/or for injunctive relief and/or other appropriate relief. Except as otherwise provided by law, the Declaration or the By-Laws, all power and authority of the Association shall be exercised by the Board.

D. Statutory Agent: The President of the Association or such other person designated by the Board shall serve as Statutory Agent of the Association to receive service of process for the Association, and in accordance with law, the Statutory Agent's name and address shall be filed with the Ohio Secretary of State.

VIII - INSURANCE

A. Association Insurance: The Board shall obtain and maintain in force and effect, as a Common Expense, insurance coverage to insure the Association and all Unit Owners, their tenants and all persons lawfully in possession or control of any part of the Condominium Property, against liability or personal injury or property damage arising from the Common Areas and Facilities, in amounts deemed appropriate by the Board. The Association shall also obtain additional insurance as the Board in its discretion may determine.

B. Unit Owner Insurance: Each Unit Owner shall obtain and maintain in force and effect, at the Unit Owner's cost and expense, insurance coverage for his or her Unit and its contents and the Unit Owner's personal property and personal liability, including any improvements to his or her Unit in which the Unit Owner may have an insurable interest.

IX - ASSESSMENTS

A. General: The amount of assessments to Unit Owners for Common Expenses, including, but not limited to, the management, maintenance and repair of Common Areas and Facilities, and the establishment of reserves as may be determined from time to time by the Board to be required to meet the expense of repairs and replacements, shall be established by the Board, and each Unit Owner shall pay all assessments charged to their respective Unit in such manner and at such times as provided in the By-Laws.

B. Facilities Use: No Unit Owner shall be exempted from liability for such Owner's share of Common Expenses by waiver of the right to use and enjoy the Common Areas and Facilities, or by abandonment of such Unit.

C. Non-Payment: Assessments not paid within ten (10) days after the same shall become due and payable shall bear interest at the highest rate permitted by law from the date the assessment became due until the same is paid. The delinquent Unit Owner also shall be liable for any and all costs incurred by the Association in connection with the collection of delinquent assessments from such Owner, including attorney fees and administrative late charges.

D. Association Lien: The Association shall have a lien upon any Unit for which any assessment remains unpaid for more than then (10) days after payment is due as permitted by Section 5311.18 of the Condominium Act.

E. Conveyance of Unit: Upon the voluntary conveyance of any Unit the grantee of such Unit shall become jointly and severally liable with the grantor for all unpaid assessments due and owing to the Association up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor any amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association, and such grantee shall not be liable for nor shall the Unit conveyed by subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set for in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a devisee or heir, donee or any other successor or assign of a grantor.

X ADDITIONS TO CONDOMINIUM PROPERTY

A. Additional Parcel: Declarant reserves the right for a period of seven (7) years from and after the filing of the Declaration for record to add all of the Additional Parcel to the Condominium Property, up to a maximum of sixty-six (66) Units on the Entire Parcel. During said seven year period Declarant shall have the right to submit all or any part of the Additional Parcel, together with all easements, rights and appurtenances belonging thereto, and all personal property incident thereto and thereon, to the provisions of the Declaration and the Condominium Act thereby causing the same to be part of the Condominium Property, and the right reserved to the Declarant herein may be exercised as to all or any part of the Additional Parcel at various times throughout the seven (7) year period, including the right to designate and establish common areas and facilities and limited common areas and facilities within any portion of the Additional Parcel consistent with the Declaration, as amended, when additions are made to the Condominium Property. All parts of the Additional Parcel added to the Condominium Property pursuant to this provision shall be used as residential property consistent with the Declaration, as amended. To add additional property as authorized by this provision, Declarant shall execute and record a subsequent amendment or amendments, as the case may be, to expressly provide that the land described therein shall become a part of the Condominium Property subject to each and all of the covenants and restrictions contained the Declaration, except as the same may be amended from time to time. Except for the seven (7) year limitation set forth herein Declarant shall not be subject to any limitations of restrictions as to the times when the all or any part of the Additional Parcel shall be added to the Condominium Property.

The seven year period during which Declarant has the right to add the Additional Parcel to the Condominium Property may be renewed for an additional seven (7) year period at the option of the Declarant, exercised within six (6) months prior to the expiration of the initial seven (7) year period, with the consent of the majority of the Unit Owners of the Condominium Property, provided however, that in determining the majority vote of the Unit Owners the Units owned by the Declarant shall not be permitted to vote nor shall the same be counted in determining such majority.

B. Consent of Unit Owners: Declarant, on its own behalf and as the initial owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners hereby consents and

approves, and each Unit Owner and/or each Unit Owner's mortgagee, by acceptance of a deed conveying such ownership interest and/or a mortgage encumbering such ownership interest, as the case may be, thereby consents to and approves of all of the provisions of this Article X, including, without limiting the generality of the foregoing, the amendment of the Declaration by the Declarant in the manner provided in this Article X and/or in Article XII of the Declaration, and all such Unit Owners and their mortgagees upon the request of the Declarant shall execute and deliver from time to time all such instruments and perform all such acts as Declarant deems necessary and/or requests to effectuate any and/or all of said provisions.

C. Grant of Power of Attorney: Each Unit Owner and each Unit Owner's respective mortgagee, by accepting a deed conveying an ownership interest and/or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints and designates the Declarant (and/or any successor and/or designee of the Declarant) an attorney-in-fact, such appointment and designation being coupled with an interest, and hereby authorizes, directs and empowers such attorney-in-fact, upon the Declarant's exercise of the rights reserved in this Article X to add the Additional Parcel or any part thereof and the improvements constructed thereon to the Condominium Property as herein provided, to execute, acknowledge and record for and in the name of each such Unit Owner and/or mortgagee an amendment of the Declaration for such purpose and for and in the name of such respective mortgagees, their consents to such amendment or amendments.

XI - MISCELLANEOUS

A. Acceptance of Deed: Each grantee of a Unit, by acceptance of a deed, lease, or other instrument of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by the Declaration, and all rights, privileges and benefits of every nature hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken as covenants running with the land comprising the Condominium Property, and shall bind any person having any interest or estate at any time in said land, and shall inure to the benefit of such grantee as a Unit Owner in like manner as though the provisions of the Declaration were set forth and recited at length in each and every deed or other instrument of conveyance.

B. Declarant Ownership of Units: The Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of unsold Units, including, without limitation, the obligation to pay Common Expenses and assessments attributable to such Units, from the date the Declaration is filed for record.

C. Declarant Rights: Declarant reserves to itself the right to manage, control and exercise all rights of the Association in accordance with and to the extent permitted by the provisions of Sections 5311.08 and 5311.25 of the Condominium Act.

D. Non-Liability of Declarant: Except as otherwise provided by the Condominium Act, neither the Declarant, or its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any act or actions taken or performed pursuant to any authorities granted or delegated to it by or pursuant to the Declaration or the By-Laws in Declarant's

(or its representative's) capacity as owner, manager or seller of the Condominium Property, whether or not such claim (i) shall be asserted by any Unit Owner, Unit occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located or however caused; or (iii) shall arise ex contractu or ex delictu (except in the case of gross negligence). Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Unit occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air-conditioning, electricity, gas, telephone, water or sewage).

E. Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

F. Separability: The invalidity of any covenant, condition, restriction, limitation, or any other provision of the Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration.

G. Rule Against Perpetuities: If any of the benefits, privileges, rights or covenants created by this Declaration shall be held or deemed unlawful or void for violation of (i) to rule against perpetuities or any analogous statutory alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William J. Clinton, President of the United States and/or George Herbert Walker Bush, former President of the United States.

H. Liberal Construction: The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of establishing a uniform plan for the establishment and operation of a first class condominium development.

I. Corrections: Declarant reserves the right to make amendments to the Declaration and the By-Laws and Exhibits to correct any scrivener's error or other inadvertent error so long as such correction does not adversely effect any Unit Owner. Further, Declarant reserves the right at any time or times to amend the Declaration and By-Laws in any manner whatsoever by addition, deletion or modification to permit the Declaration and By-Laws to comply with any law, rule or regulation now or hereafter adopted by any federal, state or local governmental authority, including the Condominium Laws and laws and regulations so as to permit the Units to be mortgaged with a financial institution whose mortgages are insured by a governmental agency, authority or instrumentality. In furtherance of the foregoing rights reserved to Declarant, each Unit Owner and each Unit Owner's respective successors and assigns and each successive transferee of each Unit Owner shall and does hereby irrevocably grant to Declarant and its successor in interest and title irrevocable special power of attorney and right to execute for and on behalf of the Association, Unit Owner and Unit Owner's successor in title, all documents, instruments and forms as may be necessary

to effectuate the amendments and modifications permitted pursuant to this Article XI - I.

J. Headings: The headings of each Article and of paragraphs in this Declaration and in the By-Laws are inserted only for reference and in no way define, limit or describe the scope or intent of this Declaration or the By-Laws.

XI - AMENDMENT

The Declaration and the By-Laws and the Drawings referenced herein as Exhibits may be amended by meeting all requirements of the Condominium Act, and upon filing for record with the Recorder of Portage County, Ohio, of an instrument in writing setting forth specifically the provision or provisions to be amended and any new matter to be added, which instrument shall have been duly executed by or for the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association, or in the case of an amendment for the purpose of adding all or any part of the Additional Parcel to the Condominium Property pursuant to the provisions contained on Article X of this Declaration, by the Declarant or its successor-in-interest, acting as attorney-in-fact for the Unit Owners and mortgagees as provided in the Declaration. No such amendment shall be effective until duly recorded with the Recorder of Portage County, Ohio. No provision of the Declaration may be changed, altered or modified if after such change, alteration or modification the Declaration would conflict with the provisions of the Condominium Act, as amended.

IN WITNESS WHEREOF, Ohio Land Development (Aurora), Inc., as Declarant, has caused this instrument to be executed as of the 20th day of FEBRUARY, 1998.

IN THE PRESENCE OF:

OHIO LAND DEVELOPMENT (AURORA), INC.

Henry B. Bruner
Henry B. Bruner
Michele L. Mesok
Michele L. Mesok

By: R.P. Thomas III
R.P. Thomas III, Vice President

STATE OF OHIO)
) SS
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Ohio Land Development (Aurora), Inc., by R.P. Thomas III, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of Ohio Land Development (Aurora), Inc. and his free act and as said officer and personally.

In testimony whereof I have hereo set my hand and official seal this 20th day of FEBRUARY, 1998.

Henry B. Bruner
Notary Public

HENRY B. BRUNER, Attorney
Notary Public For The State of Ohio

VOL 0272 PAGE 122

EXHIBIT A TO AMENDED DECLARATION

DRAWINGS RECORDED IN PLAT VOLUME 98-10
OF PORTAGE COUNTY CONDOMINIUM MAP RECORDS

BY-LAWS

OF

WINSLOW ESTATES CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

Name - Principal Office - Definitions

Section 1. The name of the Association shall be Winslow Estates Condominium Owners' Association (hereinafter referred to as the "Association").

Section 2. The principal office of the Association shall be located in the City of Aurora, County of Portage and State of Ohio.

Section 3. The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Condominium Ownership for Winslow Estates Condominiums, Aurora, Ohio (referred to hereinafter as the "Declaration"), as said Declaration may from time to time be amended, renewed or extended.

ARTICLE II

Membership

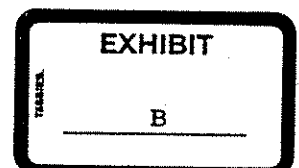
Section 1. Qualification. The Association shall have a single class of Membership consisting of all of the owners of condominium Units in the Winslow Estates Condominiums as set forth in the Declaration, and the terms of the Declaration pertaining to Membership specifically are incorporated herein by reference.

Section 2. Meetings. Meetings of the Association shall be held at such suitable place convenient to the Members as may be designated by the Board of Trustees.

Section 3. Annual Meetings. Regular Annual Meetings of the Association shall be scheduled by the Board of Trustees in the first calendar quarter of each year, at a time designated by the Board of Trustees.

Section 4. Special Meetings. Special meetings of the Association may be called at any time by the President of the Association, and it shall be the duty of the President to call a special meeting if so directed by a majority of the Board of Trustees or upon written request therefore signed by at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the purpose of such meeting, and no business shall be transacted at a special meeting except as stated in the notice.

VOL 0272 PAGE 123



Section 5. Notice of Meetings. Written notice stating the place, date and time of any meeting of the Association shall be delivered either personally or by mail to each Member entitled to vote at such meeting, not less than seven (7) or more than forty-five (45) days before the date of such meeting, by or at the direction of the President or Secretary of the Association. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, postage pre-paid, addressed to the Member at the address for such Member appearing on the records of the Association.

Section 6. Waiver of Notice. Any Member may, in writing, waive notice of any meeting either before or after such meeting, and such waiver of notice of meeting shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the original scheduled meeting may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after the adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called and convened meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of Members shall be as set forth in the Declaration, and such voting rights provisions specifically are incorporated herein by reference.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Sublot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or upon the expiration of eleven (11) months from the date of the proxy.

Section 10. Quorum. Except as otherwise provided in the Condominium Act, in these By-

VOL 0272 PAGE 124

Laws or in the Declaration, the presence in person or by proxy of one-third (1/3) of the Members of the Association shall constitute a quorum at all meetings of the Association.

Section 11. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members of the Association, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members at a meeting.

ARTICLE III Board of Trustees

Section 1. Governing Body. The affairs of the Association shall be governed by the Board of Trustees, which also shall be the Board of Managers of the Association as set forth in the Declaration, and all provisions of the Declaration concerning the Board of Trustees specifically are incorporated herein by reference. Members of the Board shall be Members of the Association or spouses of such Members provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Trustees.

(A) The Board of Trustees initially shall be those three (3) persons named as Trustees in the Articles of Incorporation of the Association. The initial Trustees shall not be required to be owners of condominium units, and replacement initial Trustees from time to time may be designated by the Declarant in accordance with Section 5311.08 of the Condominium Act.

(B) Not later than the time when Units have been sold and conveyed having twenty-five per cent (25%) or more of the percentage interests in the Common Areas, an Association meeting shall be held and the Unit Owners, other than the Declarant, shall elect one (1) Trustee to serve until the meeting described in the next paragraph.

Within thirty (30) days after the earlier of (i) three (3) years from the date of the establishment of the Association, or (ii) the sale and conveyance to purchasers in good faith for value of condominium Units having a total of 75% or more of the percentage interests in the Common Areas, an Association meeting shall be held and all Unit Owners, including the Developer as the owner of unsold Units, shall elect three Trustees to replace all of those Trustees earlier elected or designated, and to serve until the next annual meeting of the Association.

Section 3. Nominations - Election and Term. Nominations for Trustees shall be made from the floor at meetings held for the election of Trustees. Trustees shall be elected at each annual meeting of the Association to serve for a period of one (1) year. At such election, following the close of nominations, the Members of the Association or their proxies may cast, in respect to each Board vacancy to be filled, the number of votes as they are entitled to exercise under the provisions of the Declaration, and the persons receiving the largest number of votes for each vacancy shall be elected.

All Board Members shall serve until their successors are elected and qualified.

Section 4. Vacancies and Removal. In the event of the death or resignation of a Board Member, his or her successor shall be selected by a majority of the remaining Board Members and shall serve for the unexpired term of the predecessor.

Unless the entire Board is removed from office by the majority vote of Association Members, an individual Board Member shall not be removed prior to the expiration of his or her term of office unless seventy-five percent (75%) of the Association Members shall affirmatively vote for such removal at a meeting of the Association called for such purpose.

Section 5. Regular Board Meetings. Regular meetings of the Board may be held at a time and place as shall be determined from time to time by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) meeting per quarter. Notice of the time and place of regular meetings shall be communicated to the Board Members not less than four (4) days prior to the meeting, provided however, notice of a meeting need not be given to any Board Member who has signed a waiver of notice or a written consent to the holding of the meeting.

Section 6. Special Board Meetings. Special meetings of the Board shall be held when called by written notice, signed by the President or the Secretary of the Association, or by any two (2) Board Members. The notice shall specify the time and place of the meeting and nature of any special business to be considered at the meeting. A notice shall be given to each Board Member by one of the following methods: (i) by personal delivery (ii) by first class mail, postage pre-paid (iii) by telephone communication either directly to the Board Member or to a person at the Board Member's office or home who would reasonably be expected to communicate such notice promptly to the Board Member or (iv) by telegram, charges pre-paid. All such notices shall be given or sent to the Board Member's address or telephone number shown on the records of the Association. Notices sent by first class mail should be deposited into a United States mail box at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or telegram shall be delivered, telephoned or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 7. Waiver of Notice. Transactions of any meetings of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) before or after the meeting each of the Board Members not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. Notice of the meeting shall also be deemed given to any Board Member who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 8. Quorum of Board. At all meetings of the Board, a majority of the Board Members shall constitute a quorum for the transaction of business, and the votes of the majority of the Board Members present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum initially is present may continue to transact business, notwithstanding

VOL 0272 PAGE 126

the withdrawal of Board Members, if any action taken is approved by at least a majority of the required quorum for that meeting. At an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 9. Compensation. No Board Member shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties as a Trustee.

Section 10. Powers and Duties. The Board shall be responsible for the affairs and activities of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law or the Declaration, and may do all acts and things as are not by the Declaration, the Articles of Incorporation of the Association, or these By-Laws, directed to be done and exercised exclusively by the Members of the Association.

The Board may delegate to one of its Members the authority to act on behalf of the Board on all matters relating to the affairs of the Association which might arise between meetings of the Board of Trustees.

In addition to duties imposed by the Declaration and these By-Laws, or by any resolution of the Association hereafter adopted, the Board shall have the power to and be responsible for the following, by way of explanation but limitation:

- (a) Preparation and adoption of an annual budget for the Association.
- (b) In accordance with the Declaration, determining assessments to defray the expenses of the Association and establishing the means and methods for collecting such assessments.
- (c) Providing for the operation, care, upkeep and maintenance of all areas of common responsibility.
- (d) Designating, hiring and dismissing personnel necessary for the maintenance, operation, repair and replacement of Association property, and the areas of common responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.
- (e) Collecting assessments and depositing the proceeds thereof in a financial depository selected and approved by the Board, and using the proceeds to administer the Association.
- (f) Making and amending Rules and Regulations for the Association.
- (g) Opening accounts in financial institutions on behalf of the Association and designating

VOL 0272 PAGE 127

the signatories required for such accounts.

(h) Making or contracting for the making of repairs, additions and improvements to or alterations of the common areas or areas of common responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualties.

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by the Board, and conducting any proceedings which may be instituted on behalf of or against the Association or Members concerning the Association.

(j) Obtaining and carrying insurance against any casualties and liabilities as provided in the Declaration, and paying the premium cost thereof.

(k) Paying the cost of all services to or on behalf of the Association or its Members and not chargeable to Members.

(l) Keeping and maintaining books and accounts of receipts and expenditures affecting the Association and its administration, specifying maintenance and repair expenses and any other expenses incurred.

(m) Making available to any prospective purchaser of a Unit, Member of the Association, any first mortgagee, and the holders, insurers and guarantors of a first mortgage, current copies of the Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations, and, as appropriate, all other books, records and financial statements of the Association.

(n) Engaging and employing for the Association a management agent or manager, at compensation established by the Board, to perform such duties and services as the Board shall authorize, delegating to such managing agent or manager, subject to Board supervision, all powers granted to the Board of Trustees by these By-Laws other than the powers set forth in the foregoing subparagraphs (a), (b), (f), (g), and (i) hereof.

(o) Engaging professionals at such compensation as the Board shall authorize to provide services to or on behalf of the Association as the Board of Trustees may determine to be necessary and required in the best interests of the Association.

(p) Suspend the voting privileges of any Unit Owner during any period in which such Unit Owner shall be in default of any assessment levied by the Association.

ARTICLE IV Officers

Section 1. Designation. The Officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board may elect such other officers, including one or more Assistant

VOL 0272 PAGE 128

Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of the President and Secretary. The President and Treasurer shall be elected from Members of the Board of Trustees.

Section 2. Election-Term-Vacancies. Officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members of the Association. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of an officer's term.

Section 3. Removal. Any officer may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the Chief Executive Officer of the Association. The Treasurer shall have primary responsibility for the financial affairs of the Association including, subject to approval of the Board, delegating all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Contracts, Agreements, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers, one of whom shall be the President or the Treasurer, or by such other person or persons as may be designated from time to time by resolution of the Board of Trustees.

ARTICLE V Committees

Committees to perform such tasks and to serve for such periods as may be designated by resolution adopted by the majority of the Board of Trustees present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided by the enabling resolution for such committee. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or directed by the Board.

ARTICLE VI Financial Affairs

Section 1. Budgets and Assessments. On or before the annual meeting of the Association in each year a budget shall be prepared for the expenses and operating costs of the Association for the ensuing year, including rates, assessments and charges established for the expenses of the Association in the ensuing year. On or before the annual meeting, each Member of the Association shall be notified in writing regarding the budget and assessments for the ensuing year and furnished with an itemized accounting of the expenditures of the Association during the preceding year actually

incurred and paid, together with a tabulation of amounts collected by assessments, special assessments or charges, or otherwise, and showing a net amount over or short of actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing installments due from Members under the current year's budget, pro rata. Any net shortage shall be added, pro rata, to the next installment due after the rendering of the annual accounting.

Section 2. Reserves. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in annual budget estimates which may be necessary during a year shall be charged against such reserves. If estimated cash requirements should prove inadequate for any reason, including non-payment of any Member assessments, the deficiency and any extraordinary expenditures in excess of reserves therefor shall be assessed to the Members, pro rata. The Association also shall make any necessary or desirable special assessments, from time to time, which shall be payable at the time or times the Board of Trustees deems necessary or desirable. The Association shall serve notice of such further or special assessments on Members required to pay assessments, by a statement in writing giving the amount and the reasons therefor, and such further assessment shall be payable with the next regular assessment payment becoming due to the Association, or at such other time as the Board of Trustees may determine.

Section 3. Books and Records. The Association shall keep full and correct books of account and the same shall be open for inspection by any Member or his or her representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested. Upon ten (10) days notice to the Board and payment of any reasonable expenses incurred in connection therewith, any Member shall be furnished with a statement of his or her account, setting forth the amount of any unpaid assessments or other charges due and owing.

Section 4. Use of Funds. All funds collected by the Association shall be held and expended solely for the purposes of the Association.

Section 5. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association and/or such money market fund or funds as shall be designated from time to time by the Board of Trustees and in which funds of the Association shall be deposited. Withdrawal of funds from such accounts shall be only by check signed by such persons as are authorized by the Board of Trustees.

Section 6. Audits. The books of the Association shall be reviewed once each year by the Board of Trustees, and such review shall be completed prior to each annual meeting of the Association. If requested by a majority of the Members of the Board, such review shall be made by a Certified Public Accountant. In addition, at any time requested in writing by Members or by the holders of first mortgages of Units possessing at least fifty percent (50%) or more of the voting power of the Association, the Board shall cause an audit of the books of the Association to be made, at the cost of the Association.

VOL 0272 PAGE 130

Section 7. Delinquencies. If a Unit Owner shall be in default in the payment of any charges or assessments to the Association, the Association shall have all of the remedies set forth anywhere in the Declaration, in these By-Laws, or at law or equity.

ARTICLE VII
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be a calendar year, unless the Board of Trustees of the Association shall designate a different fiscal year by duly adopted resolution.

Section 2. Parliamentary Procedure. Except as may be modified by resolution adopted by the Board of Trustees, Roberts Rules of Order shall govern the conduct of the Association's proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Inspection of Books and Records.

(a) Members and Mortgagees. The Declaration, By-Laws, Membership register, books of account, and minutes of meetings of Association Members, the Board of Trustees, and committees shall be made available for inspection and copying by any mortgagee, or by any Member of the Association, or by his or her duly appointed representative, at any reasonable time and place as the Board may determine for a purpose reasonably related to his or her interest as a Member of the Association.

(b) Rules for inspection. The Board shall establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

(c) Board Member Inspection. Every Board Member shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Board Member includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage fee prepaid:

VOL 0272 PAGE 131

(a) If to a Member of the Association, at the address which the Member has designated in writing and filed with the Secretary of the Association; or, if no such address has been designated, at the address of the residence of such Member; or

(b) If to the Association, the Board of Trustees, or the managing agent, if any, at the principal office of the Association, or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members of the Association pursuant to this Section.

Section 6. Amendment. These By-Laws may be amended only by the affirmative vote, in person or by proxy, at a meeting of the Members of the Association called for such purpose, or by the written consent of the Association Members, who represent not less than seventy-five percent (75%) of the voting Members of the Association, provided however, that the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required by the Declaration or by law for any action to be taken under such clause or provision.

Section 7. Headings. Headings and captions used in these By-Laws are inserted for reference and convenience only, and shall not be relied upon and/or used to define or construe the effect or meaning of the text of these By-laws.

VOL 0272 PAGE 132

WINSLOW ESTATES CONDOMINIUMS

Schedule of Percentage Interests
In Common Areas and Facilities

Units: Phase I

Units: Additional Phases

1	4	25	46
2	5	26	47
3	6	27	48
66	7	28	49
	8	29	50
	9	30	51
	10	31	52
	11	32	53
	12	33	54
	13	34	55
	14	35	56
	15	36	57
	16	37	58
	17	38	59
	18	39	60
	19	40	61
	20	41	62
	21	42	63
	22	43	64
	23	44	65
	24		

Each Unit in the Condominium Property shall have a percentage interest equal to all other Units based on one hundred percent (100%) of Units in the Condominium Property from time to time; equal Unit percentages will be adjusted on the same basis for additions to the Condominium Property in accordance with Article X of the Declaration, up to a total of sixty-six (66) Units.

VOL 0272 PAGE 133

