

MIDLAND TITLE SECURITY, INC.

NO. 17-acc 207

THIRD AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP

FOR WINSLOW ESTATES CONDOMINIUM

AURORA, OHIO

PHASE NO. III

ADDING UNIT NOS. 16 AND 19 AND AMENDING DECLARATION OF CONDOMINIUM OWNERSHIP TO ADD ARTICLE XIII (PROVISIONS AS TO EASEMENTS, UNITS AND COMMON AREAS AND FACILITIES)

This will certify that copies of this Third Amendment to Amended Declaration of Condominium Ownership for Winslow Estates Condominium and the Drawings referred to therein, have been filed in the office of the County Auditor, Portage County, Ohio.

Date: JUL 3 2001, 2001

Portage County Auditor

By: Janet Esposito
Deputy Auditor

Mid
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PORTAGE COUNTY RECORDER
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INDEXED

THIS INSTRUMENT PREPARED BY:

RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN, KLEINMAN, YANOWITZ & ARNSON CO., L.P.A.
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1301 EAST NINTH STREET
CLEVELAND, OHIO 44114-1824
TEL: (216) 696-3311

TRANSFERRED
SEC. 319.54(F-2) 1.50
SEC. 2... -0-
JUL 31 2001

Janet Esposito
PORTAGE COUNTY AUDITOR

Plat 2001-71

THIRD AMENDMENT TO
THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR WINSLOW ESTATES CONDOMINIUM

AURORA, OHIO

(PHASE NO. III)

WHEREAS, Ohio Land Development (Aurora), Inc., an Ohio corporation, hereinafter referred to as "Declarant", filed for record the Declaration of Condominium Ownership ("Declaration") with the Bylaws attached thereto, and Drawings incorporated by reference therein, on April 28, 1997 with the Portage County Recorder, the Declaration being recorded as Recorder's Instrument Number 9708618, O.R. Volume 192, Page 979, et seq. of Portage County Records and the Drawings being recorded in Plat Volume 97-29 of Portage County Condominium Map Records and thereby submitted Phase No. I of Winslow Estates Condominium to the provisions of Chapter 5311 of the Ohio Revised Code (the Condominium Property Act); and

WHEREAS, Declarant, by Amended Declaration of Condominium Ownership ("Amended Declaration") recorded on February 20, 1998 with the Portage County Recorder in O.R. Volume 272, Page 108, et seq. of Portage County Records and the Drawings as Plat 98-10 of Portage County Condominium Map Records and thereby correcting the Declaration and resubmitting Phase No. I and the Additional Property of Winslow Estates Condominium to the provisions of Chapter 5311 of the Ohio Revised Code. The Amended Declaration superseded the Declaration; and

WHEREAS, Declarant, by Second Amendment to Amended Declaration of Condominium Ownership ("Second Amendment") recorded on December 21, 2000 with the Portage County Recorder in Book 593, Page 132, et seq. of Portage County Records and the Drawings as Plat No. 2000-93 of Portage County Condominium Map Records submitted Phase No. II of Winslow Estates Condominium to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, under the Amended Declaration the right was reserved by Declarant to add to the Condominium Property phases and the improvements thereon and all easements, rights and appurtenances thereto and all articles of personal property existing for the common use of the Unit Owners; and

WHEREAS, Declarant is the legal title holder of and desires to add to the Condominium Property and to submit to said Chapter 5311 of the Ohio Revised Code, as Additional Property pursuant to Articles X and XII of the Amended Declaration, the real property designated herein

as Phase No. III of Winslow Estates Condominium which is improved with two (2) "free-standing," single-family Condominium Units.

WHEREAS, under Article XI(I) of the Amended Declaration, the right was reserved by the Declarant to file an Amendment 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; and

WHEREAS, the Amended Declaration contains no specific description of the easements that are referred to as part of the Condominium Property or created for the benefit of the Condominium Property; and

WHEREAS, pursuant to the rights reserved by the Amended Declaration under Article XI(I) of the Amended Declaration, the Amended Declarant desires to establish for its own benefit and for the mutual benefit of all Unit Owners and all future owners or occupants of the Condominium Property, or any part thereof, certain easements and rights in, over and upon the Condominium Property; and

NOW, THEREFORE, Declarant, pursuant to the authority of Articles X, XI(I) and XII of the Amended Declaration hereby declares that the Amended Declaration be and hereby is amended as follows (unless otherwise expressly provided herein, the capitalized terms used herein shall have the same meaning as defined in the Amended Declaration).

1. The Phase No. III property and the improvements thereon, and all easements, rights and appurtenances thereto and all articles of personal property existing for the common use of the Unit Owners, are hereby added to the Condominium Property as defined in Article X of the Amended Declaration, and are also hereby submitted to Chapter 5311 of the Ohio Revised Code as a part of the Condominium Property in accordance with and to be governed in all respects by the terms and provisions of the Amended Declaration as hereby and hereinafter amended.

2. The legal description of Phase 1 Parcel set forth in Article III A of the Amended Declaration is amended to include the real property for Phase No. III of Winslow Estates Condominium, the legal description for Phase No. III being described in Exhibit "1" attached hereto and made a part hereof.

3. The legal description of the Entire Property set forth in Article III B of the Amended Declaration is amended by the deletion therefrom of the real property described in Exhibit "1" hereof, the residue of the Entire Property (the residue being referred as the "Additional Property") being described in Exhibit "2" attached hereto and made a part hereof.

4. The number of Units referred to in the first paragraph of Article VI of the Declaration is increased to eight (8) Units. A narrative description of the Units for Phase No. III is set forth in Exhibit "3" attached hereto and made a part hereof.

5. The percentage or fractional interest of each Unit in the Common Areas and Facilities as set forth in Exhibit "C" of the Declaration is hereby amended to be as set forth in Exhibit "4" attached hereto and made a part hereof.

6. The particulars of the land, Units and other improvements for Phase No. III, including, but not limited to, the layout, location, designation, dimensions of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and the dimensions of all appurtenant easements or encroachments are shown graphically on the set of Phase No. III Allotted Drawings incorporated in this Third Amendment to Declaration of Condominium Ownership for Winslow Estates Condominium, by reference as Exhibit "A", prepared and bearing the certified statements of Adache Ciuni Lynn Associates, Inc., Registered Engineers and Surveyors, 5595 Transportation Boulevard, Cleveland, Ohio 44125, as required by the Condominium Act of the State of Ohio. The Phase No. III Allotted Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Portage County, Ohio, simultaneously with the filing of this Third Amendment to the Declaration.

7. The following is hereby added to the Declaration as Article XIII:

ARTICLE XIII
PROVISIONS AS TO EASEMENTS, UNITS,
AND COMMON AREAS AND FACILITIES

Declarant hereby creates by grant or reservation, as the case may be, in perpetuity, for its benefit and for the benefit of each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, the Association, and to any other person now having or hereafter having an interest in Phase Nos. I, II and III and the Additional Property or any part thereof, and the respective heirs, devisees, executors, administrators, personal representatives, successors and assigns of the foregoing persons, the following non-exclusive rights and easements:

(A) Roadway, Utility and Other Easements. The right and easement to construct, install, repair, replace, relocate, operate and maintain roadways, driveways, sidewalks, water mains with service connections, storm and sanitary and sewer lines, steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities, in, on under and/or over the Condominium Property and Additional Property; the right and easement to construct, install, repair, replace, relocate, operate and maintain television cable lines and other television reception devices and security devices; the right and easement to construct, install, repair, replace, relocate, operate and maintain that portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Unit but which serves only a particular Unit. There is further reserved for the Declarant, the Association, the Managing Agent or their respective contractors, agents and employees to use water from the outdoor faucets of Units for the purpose of watering the yard areas adjacent to such Unit.

(B) Easements Through Units and Limited Common Areas. Easements in favor of the Declarant and/or the Association through the Units and the Limited Common Areas and Facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units.

(C) Unit Owner's Right of Ingress and Egress and Support. Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, including the exclusive right to use the portion of the driveway area adjacent to the garage of each Unit that provides access from the garage to the roadway (the Unit Owner to have the exclusive right to park cars within said driveway area), and to any Limited Common Areas designed for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(D) Reservation by Declarant of Easements for Ingress and Egress, Utilities, Construction and Sales. The Declarant herein reserves unto itself for as long as the Declarant owns an interest in the Condominium Property or Additional Property the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise, for utility and facility purposes and for model, sales and display purposes, over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant. The Declarant further reserves easements over the Condominium Property for the benefit of the Additional Property to establish the grade of the Additional Property and for necessary access to construct the Additional Property Units and other improvements upon the Additional Property.

(E) Easement Rights. The easements set forth in this Article are to be enjoyed in common with the grantees, their heirs, executors, administrators, successors and assigns, with the right reserved in the Declarant, its successors and assigns, to grant, assign, or convey or assign to public use or dedicate to public use all or a portion of the easement rights herein (including roadways) to one or more assignees or grantees (including the City of Aurora) as an appurtenance to the Condominium Property and Additional Property, without it being considered by the grantees, their heirs, executors, administrators, successors and assigns, as an additional burden on said easement and/or the Condominium Property. Any assignment, conveyance or dedication of said easement rights by the Declarant may be made at the same time or at successive times, and the residuary easement rights of the Declarant shall not cease or determine until the Declarant, its successors and assigns, has no remaining interest, of record, in the Condominium

Development and Additional Property. However, the rights of all assignees or grantees in the reserved easements shall remain in full force and effect.

8. Pursuant to the provisions of Chapter 5311.25(E) of the Ohio Revised Code, the two (2) year warranty period for Phase No. III shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest in Phase No. III to a Purchaser in good faith for value.

9. No owner of a Unit which was not included in Phase No. I and II shall: (a) have or obtain any interest in funds collected by the Association from the owners of Units included in Phase No. I and II prior to the filing of this Third Amendment (except replacement reserve funds, if any), nor (b) have or be subjected to any liability for expenses arising with respect to the Condominium Property prior to the filing of this Third Amendment.

10. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Condominium Units that have been declared but are not yet sold and conveyed to a Purchaser in good faith for value, including, without limitation, the obligation to pay Common Expenses attaching to such interests from the date the amendment to the Amended Declaration creating such interests is filed for record.

11. Except as amended herein, and as previously amended, the Amended Declaration thereto shall remain in full force and effect.

12. Consent to this Third Amendment to the Amended Declaration is hereby exercised by Declarant on behalf of the Unit Owners and their mortgagees pursuant to Articles X and XII of the Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Ohio Land Development (Aurora), Inc., as Declarant, as aforesaid, has caused its name to be signed to these presents as of this 5th day of JULY, 2001.

Signed in the Presence of:

OHIO LAND DEVELOPMENT (AURORA), INC.,
an Ohio corporation

Jared E. Sliviak
Print Name: JARET E. SLIVIAK

By: Robert P. Thomas
Name: Robert P. Thomas
Title: V.P.

Karen E. Henning
Print Name: KAREN E. HENNING

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above named OHIO LAND DEVELOPMENT (AURORA), INC., an Ohio corporation, by ROBERT P. THOMAS, its VICE PRESIDENT, who acknowledged that he executed the within instrument and further acknowledged that he did examine and read the same, that such execution was his free act and deed individually and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 5th day of JULY, 2001.

Karen E. Henning
NOTARY PUBLIC
My Commission Expires: 6/19/04

KAREN E. HENNING
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires June 19, 2004

THIS INSTRUMENT PREPARED BY:
RICHARD A. ROSNER, ATTORNEY AT LAW
KAHN, KLEINMAN, YANOWITZ & ARNSON CO., L.P.A.
THE TOWER AT ERIEVIEW, SUITE 2600
1301 EAST NINTH STREET
CLEVELAND, OHIO 44114-1824
TEL.: (216) 696-3311

EXHIBIT "A"

**TO THIRD AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUM**

REFERENCE TO ALLOTTED DRAWINGS

The particulars of the land, Units and other improvements, including, but not limited to, the layout, location, designation, dimensions of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Allotted Drawings incorporated in the Third Amendment to Amended Declaration of Condominium Ownership for Winslow Estates Condominium, by reference as Exhibit "A", prepared and bearing the certified statements of Adache-Ciuni-Lynn Associates, 5595 Transportation Boulevard, Cleveland, Ohio 44125, Registered Engineers and Surveyors, as required by the Condominium Act of the State of Ohio. Such set of Allotted Drawings will be filed in the Condominium Map Records of the Office of the Recorder of Portage County, Ohio, simultaneously with the recording of the Third Amendment.

**LEGAL DESCRIPTION
OF 0.4530 ACRE
PHASE 3 WINSLOW ESTATES**

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Lot 27 in Aurora Township;

Beginning at an iron pin found at the most northeasterly corner of land conveyed to Winslow Estates Condominiums Phase 2, as recorded in ~~Plot~~ 2000 - 93 of Portage County Plat Records, at its intersection with the westerly line of land conveyed to Mary A. Welch, as recorded in Volume 1035, Page 811 of Portage County Deed Records;

Thence South $81^{\circ} 41' 25''$ West along the northerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 25.27 feet to an iron pin found;

Thence South $00^{\circ} 07' 51''$ West along the westerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 137.74 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn), and the Principal Place of Beginning;

Thence continuing South $00^{\circ} 07' 51''$ West along said westerly line, a distance of 56.59 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $84^{\circ} 26' 39''$ West, a distance of 105.48 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $77^{\circ} 40' 59''$ West, a distance of 16.79 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $83^{\circ} 19' 05''$ West, a distance of 51.40 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the left, and having a radius of 60.00 feet, a central angle of $59^{\circ} 25' 57''$, a tangent of 34.25 feet, a chord which bears South $67^{\circ} 30' 27''$ West, 59.48 feet, a distance of 62.24 feet to a $5/8''$ iron pin to be set, (#7394 Ciuni & Lynn) at a point of tangency;

Thence South $37^{\circ} 47' 29''$ West, a distance of 13.48 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $55^{\circ} 58' 00''$ West, a distance of 104.67 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the right, and having a radius of 25.00 feet, a central angle of $63^{\circ} 50' 45''$, a tangent of 15.57 feet, a chord which bears North $24^{\circ} 02' 37''$ West, 26.44 feet, a distance of 27.86 feet to $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of reverse curvature;

Legal Description

0.4530 Acre

Page 2

Thence along the arc of a curve deflecting to the left, and having a radius of 103.10 feet, a central angle of $20^{\circ} 04' 08''$, a tangent of 18.24 feet, a chord which bears North $02^{\circ} 09' 19''$ West, 35.93 feet, a distance of 36.11 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni & Lynn);

Thence North $77^{\circ} 48' 37''$ East, a distance of 51.11 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $20^{\circ} 04' 41''$ East, a distance of 12.81 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South $69^{\circ} 55' 19''$ East, a distance of 53.00 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South $20^{\circ} 04' 41''$ West, a distance of 29.72 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South $26^{\circ} 30' 58''$ East, a distance of 45.75 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the right, and having a radius of 90.00 feet, a central angle of $33^{\circ} 38' 26''$, a tangent of 27.21 feet, a chord which bears North $80^{\circ} 18' 15''$ East, 52.09 feet, a distance of 52.84 feet to $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn) at a point of tangency;

Thence South $83^{\circ} 19' 05''$ East, a distance of 46.56 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $59^{\circ} 35' 44''$ East, a distance of 41.34 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South $84^{\circ} 26' 39''$ East, a distance of 87.47 feet to the Principal Place of Beginning, and containing 0.4530 acres of land, be the same more or less, but subject to all legal highways and easements of record.

Prepared By:

Adache Ciuni Lynn Associates, Inc.

Project No.: 95060CD3

May 23, 2001

Revised June 26, 2001

Joseph R. Ciuni Reg Surveyor No. 7394

**LEGAL DESCRIPTION
OF 21.0034 ACRE
PHASE 3, RESIDUAL WINSLOW ESTATES**

Situated in the City of Aurora, County of Portage, and State of Ohio, and known as being part of Lot 27 in Aurora Township;

Beginning at an iron pin found at the most northeasterly corner of land conveyed to Winslow Estates Condominiums Phase 2, as recorded in ~~Plot~~ 2000 - 93 of Portage County Plat Records, at its intersection with the westerly line of land conveyed to Mary A. Welch, as recorded in Volume 1035, Page 811 of Portage County Deed Records;

Thence South $81^{\circ} 41' 25''$ West along the northerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 25.27 feet to an iron pin found;

Thence South $00^{\circ} 07' 51''$ West along the westerly line of land so conveyed to Winslow Estates Condominiums Phase 2, a distance of 137.74 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $84^{\circ} 26' 39''$ West, a distance of 87.47 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni & Lynn);

Thence South $59^{\circ} 35' 44''$ West, a distance of 41.34 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $83^{\circ} 19' 05''$ West, a distance of 46.56 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the left, and having a radius of 90.00 feet, a central angle of $33^{\circ} 38' 26''$, a tangent of 27.21 feet, a chord which bears South $80^{\circ} 18' 15''$ West, 52.09 feet, a distance of 52.84 feet a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $26^{\circ} 30' 58''$ West, a distance of 45.75 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $20^{\circ} 04' 41''$ East, a distance of 29.72 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $69^{\circ} 55' 19''$ West, a distance of 53.00 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South $20^{\circ} 04' 41''$ West, a distance of 12.81 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South $77^{\circ} 48' 37''$ West, a distance of 51.11 feet to a $5/8''$ iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Legal Description

21.0034 Acre

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Thence along the arc of curve deflecting to the right and having a radius of 103.10 feet, a central angle of $20^{\circ} 04' 08''$, a tangent of 18.24 feet, a chord which bears South $02^{\circ} 09' 19''$ East, 35.93 feet, a distance of 36.11 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of reverse curvature;

Thence along the arc of a curve deflecting to the left, and having a radius of 25.00 feet, a central angle of $63^{\circ} 50' 45''$, a tangent 15.57 feet, a chord which bears South $24^{\circ} 02' 37''$ East, 26.44 feet, a distance of 27.86 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of tangency;

Thence South $55^{\circ} 58' 00''$ East, a distance of 104.67 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence North $37^{\circ} 47' 29''$ East, a distance of 13.48 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn), at a point of curvature;

Thence along the arc of a curve deflecting to the right, and having a radius of 60.00 feet, a central angle of $59^{\circ} 25' 57''$, a tangent of 34.25 feet, a chord which bears North $67^{\circ} 30' 27''$ East, 59.48 feet, a distance of 62.24 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn) at a point of tangency;

Thence South $83^{\circ} 19' 05''$ East, a distance of 51.40 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South $77^{\circ} 40' 59''$ East, a distance of 16.79 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn);

Thence South $84^{\circ} 26' 39''$ East, a distance of 105.48 feet to a 5/8" iron pin to be set with cap, (#7394 Ciuni & Lynn), on the westerly line of aforementioned Winslow Estates Condominiums, Phase 2;

Thence South $00^{\circ} 07' 51''$ West along said westerly line, a distance of 291.60 feet to an iron pin found at an angle point;

Thence South $62^{\circ} 23' 07''$ West along the northerly line of Winslow Estates Condominiums, Phase 2, a distance of 194.26 feet to an iron pin found at an angle point;

Thence North $76^{\circ} 31' 19''$ West continuing along said northerly line, a distance of 66.98 feet to an iron pin found at an angle point;

Thence North $66^{\circ} 00' 12''$ West continuing along said northerly line, a distance of 76.62 feet to an iron pin found at an angle point;

Legal Description

21.0034 Acre

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Thence North $21^{\circ} 34' 06''$ West continuing along said northerly line, a distance of 261.16 feet to an iron pin found at an angle point;

Thence North $86^{\circ} 34' 43''$ West continuing along said northerly line, a distance of 119.21 feet to an iron pin found at an angle point;

Thence North $10^{\circ} 21' 13''$ West continuing along said northerly line, a distance of 55.00 feet to an iron pin found at an angle point;

Thence South $86^{\circ} 44' 30''$ West continuing along said northerly line, a distance of 84.81 feet to an iron pin found at an angle point;

Thence South $03^{\circ} 50' 13''$ West continuing along said northerly line, a distance of 47.14 feet to an iron pin found at a point of curvature;

Thence continuing along said northerly line, and along the arc of a curve deflecting to the right, and having a radius of 271.42 feet, a central angle of $20^{\circ} 23' 31''$, a tangent of 48.82 feet, a chord which bears North $78^{\circ} 29' 14''$ West, 96.09 feet, a distance of 96.60 feet to an iron pin found;

Thence South $21^{\circ} 42' 32''$ West continuing along said northerly line, a distance of 16.00 feet to an iron pin found at an angle point;

Thence South $39^{\circ} 29' 08''$ West continuing along said northerly line, a distance of 79.23 feet to an iron pin found at an angle point;

Thence South $19^{\circ} 49' 33''$ West continuing along said northerly line, a distance of 141.12 feet to an iron pin found at an angle point;

Thence South $53^{\circ} 28' 18''$ West continuing along said northerly line, a distance of 188.16 feet to an iron pin found at an angle point;

Thence North $81^{\circ} 24' 59''$ West continuing along said northerly line, a distance of 71.41 feet to an iron pin found at an angle point;

Thence North $62^{\circ} 44' 30''$ West continuing along said northerly line, a distance of 55.59 feet to an iron pin found at an angle point;

Thence North $89^{\circ} 28' 00''$ West continuing along said northerly line, a distance of 50.58 feet to an iron pin found on the easterly line of Parcel No. 1 of a Lot Split, as recorded in Volume 1079, Page 327 of the Portage County Deed Records;

Legal Description
21.0034 Acre
Page 4

Thence North 00° 07' 51" East along the easterly line of land so conveyed, a distance of 924.05 feet to an iron pin found, 0.04 feet (West); and 0.02 feet (South) on the southerly line of land conveyed to Chatham Estates Subdivision, as recorded in Volume 19, Pages 33 & 34 of Portage County Map Records;

Thence South 89° 19' 11" East along the southerly line of land so conveyed, a distance of 1165.04 feet to an iron pin found, 0.16 feet (West) on the northwesterly corner of land conveyed to the aforementioned Mary A. Welch;

Thence South 00° 07' 51" West along the westerly line of land so conveyed, a distance of 364.60 feet to the Principal Place of Beginning, and containing 21.0034 acres of land, be the same more or less, but subject to all legal highways and easements of record.

Prepared By:

Adache-Ciuni-Lynn Associates, Inc.

Project No.: 95060CD3

May 23, 2001

Revised June 26, 2001

Joseph R. Ciuni Reg Surveyor No. 7394

7-30-2001 TAX MAP DEPT. <i>JL</i>
LEGAL DESCRIPTION
<input checked="" type="checkbox"/> SUFFICIENT <input type="checkbox"/> DEFICIENT
<input type="checkbox"/> NO DIVISION OF LAND

0.453
21.0034
OUT OF
21.4574
Bal - c -
By Survey

SEE PLAT

EXHIBIT "3"

**TO THIRD AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUM**

A NARRATIVE DESCRIPTION OF BUILDINGS AND UNITS

The Condominium Development (including the Additional Property) is situated on a parcel of real estate containing approximately 29.1210 acres located on the north side of Mennonite Road, a duly dedicated public street, in the City of Aurora, Portage County, Ohio. Phase III of the Condominium Development consists of two (2) "free-standing," single-family Condominium Units. The Units are designated as Unit Nos. 16 and 19 and are situated on Eaton Drive, a private drive.

The Units are principally of conventional wood frame construction with drywall finish on the interior walls, vinyl siding on the exterior walls and cultured stone fronts. The roofs are fiberglass shingle. Both Units are constructed with basements.

Two (2) Unit types are being submitted by this Third Amendment. The Unit types are known as the "Hampton" and the "Chateau." Unit No. 16 is a customized "Hampton" type Unit; and Unit No. 19 is a "Chateau" type Unit.

The "Hampton" type Unit, contains approximately 2,358 square feet of living area, exclusive of the garage. The first floor contains a foyer, family room, den, kitchen, hearth room, one-half (½) bath, laundry room, deck, and an attached two (2) car garage. The second floor contains three (3) bedrooms, two (2) full baths and a bonus room.

The "Chateau" type Unit, contains approximately 2,264 square feet of living area, exclusive of the garage. The first floor contains a great room, kitchen, dinette, master bedroom, one and one-half (1-1/2) baths, laundry room, deck and an attached two (2) car garage. The second floor contains one (1) bedroom, a loft, a bonus room and a full bath.

Any inconsistencies between the narrative descriptions of the Units and/or Common Areas on the one hand and the "as built" Drawings on the other hand shall be resolved in favor of the "as built" Drawings.

EXHIBIT "4"

TO THIRD AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUM

<u>UNIT NO.</u>	<u>PHASE NO.</u>	<u>UNIT ADDRESS</u>	<u>PERCENTAGE OR FRACTIONAL INTEREST IN COMMON AREAS AND FACILITIES AND PERCENTAGE OR FRACTIONAL INTEREST IN COMMON EXPENSES, COMMON ASSESSMENTS, COMMON SURPLUS, COMMON PROFITS AND COMMON LOSSES</u>
1	I	660 Winslow Drive	12.5%
2	I	656 Winslow Drive	12.5%
3	I	652 Winslow Drive	12.5%
66	I	655 Winslow Drive	12.5%
4	II	648 Winslow Drive	12.5%
63	II	649 Winslow Drive	12.5%
16	III	625 Eaton Drive	12.5%
19	III	613 Eaton Drive	12.5%
			TOTAL: 100%