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SPECIAL AMENDMENT NO. 2 TO AMENDED DECLARATION OF 42.00
200125286
CONDOMINIUM OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUM

AURORA, OHIO

ADDING CERTAIN PROVISIONS WITH RESPECT TO
THE RIGHTS OF FIRST MORTGAGEES OF UNITS

This will certify that copies of this Special Amendment No. 2 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: 9-13, 2001

Portage County Auditor

By: _____
Deputy Auditor

THIS INSTRUMENT PREPARED BY:
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SPECIAL AMENDMENT NO. 2 TO
THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP
FOR WINSLOW ESTATES CONDOMINIUM
AURORA, OHIO
ADDING CERTAIN PROVISIONS WITH RESPECT TO
THE RIGHTS OF FIRST MORTGAGEES OF UNITS

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 Volume 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 The Amended Declaration superseded the Declaration; and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 Volume 2000-93 of Portage County Condominium Map Records submitted Phase No. II of Winslow Estates Condominium ("Phase II Drawings") to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, Declarant, by Special Amendment to Amended Declaration of Condominium Ownership ("Special Amendment") recorded on July 31, 2001 with the Portage County Recorder at Instrument No. 200120507 of Portage County Records thereby corrected and added certain provisions to the Declaration in order to bring the Amended Declaration into compliance with Chapter 5311 of the Ohio Revised Code (the Ohio Condominium Act); and

WHEREAS, Declarant, by Third Amendment to Amended Declaration of Condominium Ownership ("Third Amendment") recorded on July 31, 2001 with the Portage County Recorder at Instrument No. 200120508 of Portage County Records and the Drawings in Plat Volume 2001-71 of Portage County Records thereby submitted Phase III of Winslow Estates Condominium to the provisions of Chapter 5311 of the Ohio Revised Code and amended the Declaration of Condominium Ownership to add Article XIII (provisions as to Easements, Units and Common Areas and Facilities) to the Amended Declaration of Condominium Ownership; and

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 to add, delete or modify the Declaration and Bylaws in any manner whatsoever so as to permit the Units to be mortgaged with a financial institution whose mortgages are insured by a governmental agency, authority or instrumentality; and

WHEREAS, the Amended Declaration contains no provisions for the priority of the holder of a first mortgage on a Unit over an Association's lien nor does the Amended Declaration contain other provisions establishing the rights of a holder, insurer or guarantor of a first mortgage encumbering a Unit; and

WHEREAS, pursuant to the rights reserved by the Amended Declaration under Article XI(I) of the Amended Declaration, the Declarant desires to establish provisions in the Declaration for the benefit of each holder, insurer or guarantor of a first mortgage encumbering a Unit; and

NOW, THEREFORE, Declarant, pursuant to the authority of Article XI(I) 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 following language is hereby added to Article IX of the Amended Declaration:

"F. Priority of Association's Lien. The lien provided for in Section (D) of this Article IX is prior to any lien or encumbrance subsequently arising or related, except liens for real estate taxes and assessments and liens of first mortgages that have been filed for record. The lien provided for in Section (D) of this Article IX may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its president or any other chief officer pursuant to authority given to him by the Board of Managers. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Managers, is entitled to become a Purchaser at the foreclosure sale. Suit to recover for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing payment of the same.

G. Non-Liability for Judicial Sale Purchaser for Past Due Common Expenses. Where the mortgagee of record or other Purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation, or where the mortgagee of a first mortgage of record in lieu of the foreclosure of its mortgage acquires title to the Unit by accepting a deed to the Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the owners of all of the Units, including the Unit of such acquirer, his heirs, executors, administrators, successors or assigns at the first time the first assessment next following the acquisition of title to such Unit by such acquirer."

2. The following language is hereby added as Article XIV of the Amended Declaration:

"ARTICLE XIV

RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each holder, insurer or guarantor of a first mortgage encumbering a Unit:

(A) Default By Unit Owner . The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

(B) Statement of Default . A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Common Assessments at the time said written request is received by the Board.

(C) Compliance With Mortgage Insurance Regulations . In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by regulations of the

Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Corporation and the Veteran's Administration (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.

(D) Notices to Mortgagees . Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting. Furthermore, the holder, insurer or guarantor of a first mortgage on a Unit shall receive timely written notice from the Association of: (1) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (2) any condemnation or casualty loss that affects either a material portion of the Condominium Development or the Unit securing its mortgage; and (3) any proposed action that requires the consent of a specified percentage of first mortgage holders.

(E) Other Notices to Each Holder, Insurer or Guarantor of a First Mortgage Encumbering a Unit . Timely notice shall be given of:

- (1) Any proposed amendment hereto that effects a change in:
 - (a) the boundaries of any Unit (except as provided in ARTICLE X [Additions to Condominium Property]) or the Limited Common Areas appertaining thereto;
 - (b) the interests in the Common Areas or Limited Common Areas appertaining to any Unit or the liability for Common Expenses appertaining thereto;
 - (c) the voting rights appertaining to any Unit; or
 - (d) purposes to which any Unit or the Common Areas are restricted;
- (2) Any proposed termination of the Condominium Property.

(F) Special Federal Home Loan Mortgage Corporation Provisions .

(1) Except as required by the Act, unless Unit Owners exercising at least seventy-five percent (75%) of the voting power of the Association (and first mortgagees holding at least fifty-one percent [51%] of the first mortgages on Units) give their consent, the Association shall not effect amendments to the Condominium Instruments that would change:

- (a) voting rights;
- (b) Common Assessments, liens for Common Assessments or the priority of liens for Common Assessments;
- (c) reserves for maintenance, repair and replacement of Common Areas and Facilities;
- (d) responsibility for maintenance and repairs;
- (e) right to use the Common Areas and Facilities;
- (f) allocation of interests in the Common Areas or Limited Common Areas (except as provided in ARTICLE XI [Additions to Condominium Property]) or rights to their use;
- (g) redefinition of any Unit boundaries;
- (h) convertibility of Units into Common Areas or vice versa;
- (i) expansion or contraction of the Condominium Development, or addition, annexation or withdrawal of the Property to or from the Condominium Development;
- (j) requirements for insurance policies or fidelity bonds;
- (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer or otherwise convey his or her Unit;
- (m) a decision of the Association to establish self-management when professional management had been required previously by the Condominium Instruments or by an eligible mortgage holder;

- (n) restoration or repair of the Condominium Development (after a hazard, damage or partial condemnation) in a manner other than that specified in the Condominium Instruments;
- (o) any action to terminate the legal status of the Condominium Development after substantial destruction or condemnation occurs;
- (p) any provisions that expressly benefit mortgage holders, insurers or guarantors;
- (q) the reallocation of percentage interests in the Common Areas resulting from a partial condemnation or partial destruction.

(2) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners or a larger percentage vote as otherwise required for any of the actions contained in this Declaration or required by the Act.

(3) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and Facilities and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas and Facilities and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(4) The implied approval of a first mortgagee may be assumed when such first mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

(G) Audited Financial Statements . Upon written request by an Eligible Mortgage Holder to the Association, the Association shall be required to prepare and furnish within a reasonable period of time an audited financial statement of the Association for the immediately preceding fiscal year."

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

4. Consent to this Special Amendment No. 2 to the Amended Declaration is hereby exercised by Declarant on behalf of the Unit Owners and their mortgagees pursuant to Articles XI of the Amended Declaration.

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 13th day of September, 2001.

Signed in the Presence of:

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

Janet E. Siviak
Print Name: JANET E. SIVIAX
Richard A. Rosner
Print Name: Richard A. Rosner

By: *Robert P. Thomas*
Name: ROBERT P. THOMAS
Title: V. PRESIDENT

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 13th day of September, 2001.

Richard A. Rosner
NOTARY PUBLIC RICHARD A. ROSNER, Attorney At Law
My Commission Expires: Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 B.C.

THIS INSTRUMENT PREPARED BY:
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