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August 29, 2005

Winslow Estates Condominium
c/o John Stojak, President
613 Eaton Drive
Aurora, Ohio 44202

Re: H.B. 135 Amendments

Dear Mr. Stojak:

Enclosed, please find a copy of the fully executed and recorded H.B. 135 Amendments to the Declaration of Condominium Ownership for Winslow Estates Condominiums. The Amendments were filed with the Portage County Recorder's Office on August 25, 2005, at Instrument No. 200522299. The Amendments became binding and effective on the date they were filed.

At this point in time, your Board must provide each owner with a copy of the Amendments. Owners should be advised to file the Amendments with their respective copy of the Declaration and Bylaws and that all of the documents must be passed onto the future buyer of their unit.

With the receipt of the recorded Amendments, our work on this matter is complete and I have closed our file accordingly. However, in order to assist with the Association's financial planning, unless otherwise directed, I shall withhold billing for this work until February, 2006. Should you or any of the Board members have any questions or wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,

David W. Kaman

DAVID W. KAMAN

DWK:sh
Enclosure
xc: All Board Members (letter only)

AMENDMENT A

LANGUAGE TO AMEND THE AMENDED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUM

The Board of Directors for the Winslow Estates Condominium Owners' Association proposes that the Amended Declaration of Condominium Ownership for Winslow Estates Condominium (the "Declaration"), Aurora, Ohio, be amended as follows:

INSERT a new BYLAWS ARTICLE III, SECTION 11 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 6 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Portage County Records, Volume 0272, Page 108 et seq., is as follows:

Section 11. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors (f.k.a "Board of Trustees") or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (A) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; and (B) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; and (C) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (D) in case of settlement, the amount paid in the settlement was reasonable.

The determination hereinabove required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth herein.

(a) Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of a request to repay such amounts.

(continued on next page)

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(e) of the Ohio Revised Code, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Indemnification by Unit Owners. The Board members and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify, defend and hold harmless each of the Board members and officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every agreement made by any Board member or officer of the Association shall provide that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability thereunder (except as a Unit Owner).

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

LANGUAGE TO AMEND THE AMENDED DECLARATION OF CONDOMINIUM
OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUM

The Board of Directors for the Winslow Estates Condominium Owners' Association proposes that the Amended Declaration of Condominium Ownership for Winslow Estates Condominium (the "Declaration"), Aurora, Ohio, be amended as follows:

INSERT a new DECLARATION ARTICLE IX, SECTION J entitled, "Cost of Collection." Said new addition, to be added on Page 10 of the Declaration, as recorded at Portage County Records, Volume 0272, Page 108 et seq., is as follows:

J. Cost of Collection. A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

INSERT a new DECLARATION ARTICLE IX, SECTION K entitled, "Cost of Enforcement." Said new addition, to be added on Page 10 of the Declaration, as recorded at Portage County Records, Volume 0272, Page 108 et seq., is as follows:

K. Cost of Enforcement. If any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article IX, Section D.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.

AMENDMENT C

LANGUAGE TO AMEND THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUM

The Board of Directors for the Winslow Estates Condominium Owners' Association proposes that the Amended Declaration of Condominium Ownership for Winslow Estates Condominium (the "Declaration"), Aurora, Ohio, be amended as follows:

DELETE BYLAWS ARTICLE III, SECTION 3 entitled, "Nominations - Election and Term," in its entirety. Said deletion is to be taken from Pages 3-4 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Portage County Records, Volume 0272, Page 108 et seq.

INSERT a new BYLAWS ARTICLE III, SECTION 3 entitled, "Nominations - Election and Term." Said new addition, to be added on Pages 3-4 of the Bylaws, Exhibit "B" of the Declaration, as recorded at Portage County Records, Volume 0272, Page 108 et seq., is as follows:

Section 3. Nominations - Election and Term. Each year at the annual meeting, Unit Owners shall elect the number of Directors necessary to fill an expired term and/or vacancy, if any not filled by the Board, from nominations made from the floor. The terms are each for three (3) years, with staggered elections having a 1-1-1 rotation. If more than one (1) position is up for election, then the candidate(s) receiving the greatest number of votes shall serve the longer term(s).

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of three (3) years each with staggered elections 1-1-1. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the amendment.