

# *Kaman & Cusimano, LLC*

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Jeffrey E. Kaman, Esq.  
50 Public Square, 2000 Terminal Tower  
Cleveland, Ohio 44113

September 4, 2014

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

Re: Expansion Extension Amendment

Dear Mr. Stojak:

Enclosed, please find the original, fully executed and recorded Amendment to the Declaration of Condominium Ownership for Winslow Estates Condominiums. The Amendment was filed with the Portage County Recorder's Office on August 26, 2014, at Instrument No. 201412833 and became binding and effective on the date it was filed.

At this time, please retain the original document in the Association's corporate records and send a copy to every unit owner, including the Board members. In doing so, owners should be advised to file the Amendment 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.

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,



JEFFREY E. KAMAN

JEK:mld

Enclosure

xc: All Board Members (letter only)

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## CLEVELAND

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50 Public Square, Suite 2000  
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*BMH*  
BONNIE M. HOWE  
PORTAGE CO. RECORDER

201412833 226

RECEIVED FOR RECORD

AT 11.26.14

FEE 72.00

INDEXED

AMENDMENT TO THE  
AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR ✓  
WINSLOW ESTATES CONDOMINIUMS

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR WINSLOW ESTATES CONDOMINIUMS RECORDED AT VOLUME 0272, PAGE 108, ET SEQ., OF THE PORTAGE COUNTY RECORDS. ¶

**AMENDMENT TO THE**  
**AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP FOR**  
**WINSLOW ESTATES CONDOMINIUMS**

**WHEREAS**, the Amended Declaration of Condominium Ownership for Winslow Estates Condominiums (the "Declaration") and the Bylaws of Winslow Estates Condominium Owners' Association, Exhibit B the Declaration, were recorded at Portage County Records, Volume 0272, Page 108, et seq., and

**WHEREAS**, the Winslow Estates Condominium Owners' Association (the "Association") is a corporation consisting of all Unit Owners in Winslow Estates Condominium and as such is the representative of all Unit Owners, and

**WHEREAS**, Article XI authorizes amendments to the Declaration, and

**WHEREAS**, Unit Owners representing 100% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

**WHEREAS**, the Association has in its records the signed, written consents to the Amendment signed by Unit Owners representing 100% of the Association's voting power as of August 1, 2014, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 100% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

**WHEREAS**, the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, has in all respects been complied with.

**NOW THEREFORE**, the Amended Declaration of Condominium Ownership for Winslow Estates Condominiums is hereby amended by the following:

INSERT a new SECTION D TO DECLARATION ARTICLE X entitled, "Association Expansion of Condominium Property." Said new addition, to be added on Page 11 of the Declaration, as recorded at Portage County Records, Volume 0272, Page 108, et seq., is as follows:

**D. Association Expansion of Condominium Property.**

(1) The Association, through the unanimous approval of every Unit Owner, hereby agrees and grants to its Board of Directors, the option to expand the Condominium Property, but only within the limitations, and subject to the terms, set forth in this Section.

(2) The Association, through its Board of Directors, has all the rights, powers, and interests to execute, acknowledge, and record amendments to the Declaration, working in cooperation with a builder, developer or any successor to same, that adds any or all portions of the Additional Parcel, as defined by the Declaration or any subsequent expansion amendment previously filed with the Portage County Recorder's Office, to the Condominium Property in accordance with the provisions and procedures of the Ohio Condominium Act. Any expansion amendment to the Declaration or other legal instrument that adds any portion of the Additional Parcel must be prepared by a builder or developer working in cooperating with the Board of Directors.

(3) A permanent power, coupled with an interest is hereby reserved and granted to the Board to vote in favor of, or consent to any proposed condominium expansion on behalf of every Unit Owner, including every Unit Owner's successors, assigns, and/or heirs, as proxy or attorney-in-fact, as the case may be, provided such vote or consent is in turn in accordance with the terms of this Section. Each Unit Owner hereby agrees to waive, release, indemnify, hold harmless, and defend the Association, its Directors and officers, Unit Owners, and managing agent (if any) against all liabilities, claims, or damages for property, damage and/or bodily injury that may arise out of or relate to the installation, construction, and/or use of any condominium expansion as well as against all claims, actions, and liabilities pertaining to the legality and/or propriety of the authority and approval given by the Board to

the builder or developer to construct and use such Additional Parcel for the purpose of condominium expansion.

(4) The expansion of the Condominium Property expires and terminates on February 20, 2019, at the end of the expansion period.

(5) All administrative costs for any condominium expansion under this Section, including, but not limited to, the Association's reasonable legal fees, copying costs, and recording charges are Common Expenses.

(6) To reasonably ensure architectural consistency and harmony with existing structures on the Condominium Property, all structures erected on all or any portion of the Additional Parcel and added to the Condominium Property must be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style and design.

(7) All Units that are created on all or any portion of the Additional Parcel and added to the Condominium Property are restricted exclusively to residential use and must be architecturally harmonious, compatible, and consistent with the types of Units now on the Condominium Property, or as otherwise described herein, provided, however, that any such Units will be deemed of the same type notwithstanding changes in interior layout, changes in interior design or finish detail, or minor changes in size.

(8) The Association, in conjunction with a builder or a developer, reserves the right with respect to all or any portion of the Additional Parcel added to the Condominium Property to create Common Elements and/or Limited Common Elements therein of substantially the same type as those areas and improvements now so designated as such.

(9) If all or any portion of the Additional Parcel is added to the Condominium Property, then the drives, sidewalks, yard areas, stormwater drainage facilities, lighting, landscaping, including, but not limited to, one or more ponds, grass, and other improvements

similar to those now on the Condominium Property (referred to "Non-Structural Improvements") must be constructed on that Additional Parcel, and no other Non-Structural Improvements can be constructed without the Board's written approval. The Non-Structural Improvements other than structures added to the Condominium Property only include Non-Structural Improvements substantially the same kind, style, design, and quality as those Non-Structural Improvements then on the Condominium Property.

(10) Except as hereinafter specifically provided otherwise, upon the recording of an amendment to the Declaration adding all or any portion of the Additional Parcel to the Condominium Property:

(a) The added portion is thereafter subject to and benefited by all of the terms and provisions of the Declaration and subsequent amendments, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth in the Declaration run with, bind, and benefit the added portion in the same manner, to the same extent and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

(b) The Unit Owner(s) of Unit(s) in the added portion will automatically thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by the Unit Owner(s);

(c) The undivided interests of Units in the Common Elements, as so expanded, will be reallocated on the basis of equal percentage of ownership interests of all Units in the Condominium Property, including those added by any expansion;

(d) With respect to Unit(s) added, assessments will commence on the date established by the Board for the commencement of any assessment, pursuant to Declaration



Article IX, which in no event may be later than the first day of the calendar month following the date an amendment by the Board adding additional Unit(s) to the Condominium Property is recorded with the Portage County Recorder, and will be prorated on the number of full calendar months remaining in the year for which the assessments were levied; and

(e) In all other respects, all of the provisions of the Declaration and subsequent amendments include and apply to such additional portions, and to the Unit Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association's Board of Directors to file expansion amendments with a builder or developer to expand the Condominium Property. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment .

The Winslow Estates Condominium Owners' Association has caused the execution of this instrument this 10<sup>th</sup> day of August, 2014.

WINSLOW ESTATES CONDOMINIUM OWNERS' ASSOCIATION

✓  
By:

  
\_\_\_\_\_  
John Stojak, its President

By:

  
\_\_\_\_\_  
Christian Harden, its Secretary

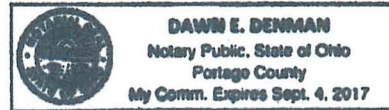
STATE OF OHIO )  
COUNTY OF Portage ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Winslow Estates Condominium Owners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 7, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Aurora, Ohio, this 10<sup>th</sup> day of August, 2014.

Dawn E. Denman  
NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:  
KAMAN & CUSIMANO, LLC, Attorneys at Law  
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50 Public Square  
Cleveland, Ohio 44113  
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ohiocondolaw.com