

**From:** ChelseaK [chelseak@kamancus.com](mailto:chelseak@kamancus.com)  
**Subject:** Woodbrooke Condominium -  
Recorded Amendments  
**Date:** Aug 9, 2021 at 15:41:22  
**To:** [woodbrooke@bex.net](mailto:woodbrooke@bex.net)  
**Cc:** [Heather.huber28@gmail.com](mailto:Heather.huber28@gmail.com),  
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Good Afternoon Mr. Biggs,

Attached please find a copy of the recorded amendments and letter for Woodbrooke Condominium from Attorney, Janice Scotton. The originals have been placed in the mail to you.

As always, please do not hesitate to contact our office should you have any questions.

Sincerely yours,

**Chelsea K.**

*Administrative Assistant*

**[KAMAN & CUSIMANO, LLC](#)**

(888) 800-1042

[chelseak@kamancus.com](mailto:chelseak@kamancus.com)



**KAMAN &  
CUSIMANO** LLC  
COMMUNITY ASSOCIATION ATTORNEYS

For our mailing address, social media links, or to request a proposal: [Contact Us](#)  
Learn about recent community association legal issues: [Read our blog!](#)

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1.6 MB

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woodbrook...-2021.PDF

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# KAMAN & CUSIMANO<sup>LLC</sup>

ATTORNEYS AT LAW

Janice E. Scotton, Esq.  
[jscotton@kamancus.com](mailto:jscotton@kamancus.com)  
419-491-7562

PNC Bank Building  
405 Madison Avenue, Suite 1000  
Toledo, Ohio 43604

August 9, 2021

Woodbrooke Condominium  
c/o Jeff Biggs, President  
6640 Salisbury Road #G102  
Maumee, Ohio 43537

Re: Occupancy Restriction and Insurance Amendments

Dear Mr. Biggs:

Enclosed, please find the *original*, fully executed and recorded Amendments to the Revised and Re-Styled Declaration of Condominium Property known as Woodbrooke Condominium Owner's Association, Inc. The Amendments were filed with the Lucas County Recorder's Office on date of recording, at Instrument No. 20210802-0040844 and became binding and effective on the date they were filed. Please keep the original Amendments in the Association's *permanent* file.

The Board must notify every unit owner that the Amendments have passed and been filed for record with the County. The Board's notice should, at a minimum, indicate the date the Amendments were recorded and the County's Instrument number. The Board may send the notice by regular U.S. mail or hand delivery.

Along with the notice to the owners, the Board can include a copy of the recorded Amendments, so that owners are more likely to pass the Amendments on to future buyers. Alternatively, the Board may indicate how owners can obtain a copy of the recorded Amendment, whether by requesting a copy from the Association, or by obtaining a copy directly from the Lucas County Recorder's Office.

Now that the Amendments have been recorded and delivered to the Association, our work on this matter is complete and I have closed our file accordingly. It has been my pleasure to work together with the Association on this matter.

Should you or any of the other Board members wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,



JANICE E. SCOTTON

JES:cmk

Enclosure

cc: All Board members (via electronic mail only)



20210802-0040844

8/2/2021

12:04 PM

Pages: 17

Fee: \$154.00

T20210031690

Michael D. Ashford

Lucas County Recorder

DEED

7/28/2021

TRANSFER NOT NECESSARY  
IN COMPLIANCE WITH SEC 319.202 R.C  
ANITA LOPEZ, AUDITOR  
LUCAS COUNTY, OHIO

BY: CARM EX: MULTI:  
PARCEL: 38-85151 COUNT: 40

TRANS. #: 21-000000

AMENDMENTS TO THE

REVISED & RE-STATED

DECLARATION OF CONDOMINIUM PROPERTY

KNOWN AS

WOODBROOKE CONDOMINIUM OWNER'S ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION AND BYLAWS OF SOUTHWYCK CONDOMINIUM OWNERS' ASSOCIATION NKA WOODBROOKE CONDOMINIUM OWNERS' ASSOCIATION RECORDED AT VOLUME 81, PAGE 001C11 ET SEQ. AND THE REVISED & RE-STATED DECLARATION OF CONDOMINIUM PROPERTY KNOWN AS WOODBROOKE CONDOMINIUM OWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 20080508-0023464 OF THE LUCAS COUNTY RECORDS.

PLAT MAPS RECORDED AT MICROFICHE 81-001-C11 ET SEQ. AND VOLUME 94, PAGE 40 ET SEQ. OF THE LUCAS COUNTY RECORDS.

**AMENDMENTS TO THE  
REVISED & RE-STATED DECLARATION OF CONDOMINIUM PROPERTY  
KNOWN AS WOODBROOKE CONDOMINIUM OWNER'S ASSOCIATION, INC.**

**RECITALS**

- A. The Revised & Re-Styled Declaration of Condominium Property Known as Woodbrooke Condominium Owner's Association, Inc. (the "Declaration") and the Bylaws of Woodbrooke Condominium Owner's Association, Inc. (the "Bylaws"), Exhibit A the Declaration, were recorded at Lucas County Records, Instrument No. 20080508-0023464.
- B. The Woodbrooke Condominium Owner's Association, Inc. (the "Association") is a corporation consisting of all Owners in Woodbrooke Condominium and as such is the representative of all Owners.
- C. Declaration Article XIII authorizes amendments to the Declaration and Bylaws.
- D. Owners representing at least 75 percent of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").
- E. As of April 5, 2021, Owners representing 82.53 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association's officers to execute Amendment A on their behalf.
- F. As of April 5, 2021, Owners representing 88.41 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment K and authorizing the Association's officers to execute Amendment K on their behalf.
- G. Amendments B, C, D, E, F, G, H, I, and J may remain pending until a later date. Amendments B, C, D, E, F, G, H, I or J will not be recorded at this time.
- H. Attached as Exhibit A is an Affidavit of the Association's President stating that copies of the Amendments will be mailed by certified mail to all Family Unit Owners and all mortgagees on the records of the Association once the

Amendments are recorded with the Lucas County Recorder's Office and as to the consenting mortgagees, on the records of the Association, to the Amendments.

I. The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, in all material respects.

### AMENDMENTS

The Revised & Re-Stated Declaration of Condominium Property Known as Woodbrooke Condominium Owners' Association, Inc. is amended by the following:

#### AMENDMENT A

INSERT a new DECLARATION ARTICLE V, SECTION N entitled, "Occupancy Restriction." Said new addition, to be added to Page 12 of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is as follows:

N. **Occupancy Restriction.** A person who is classified as a sex offender/child-victim offender and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Family Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Family Unit Owner, occupant, or visitor of any Family Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Family Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Family Unit Owners of record at the time of the filing have standing to contest the validity of this

amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

#### AMENDMENT K

DELETE DECLARATION ARTICLE IX entitled, "DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS," in its entirety. Said deletion to be taken from Pages 15-16 of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464.

DELETE DECLARATION ARTICLE XI entitled, "INSURANCE," in its entirety. Said deletion to be taken from Page 17 of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464.

INSERT a new DECLARATION ARTICLE IX entitled, "INSURANCE AND RECONSTRUCTION." Said new addition, to be added to Page 15 of the Declaration, as recorded at Lucas County Records, Instrument No. 20080508-0023464, is as follows:

#### ARTICLE IX: INSURANCE AND RECONSTRUCTION

##### A. Property Insurance.

1. Coverage. The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section A, Paragraph 5 below, on:
  - (a) the insurable improvements installed by the Declarant or the Association comprising the Common Elements, including the Limited Common Elements located outside the bounds of the Family Unit,
  - (b) the windows and doors located in the perimeter walls or roof of the Family Unit,



- (c) structural components of the building located within the Family Unit, and
- (d) all personal property owned by the Association and for which the Association is responsible.

In general terms, the Association is responsible for having Property Insurance from the backside of the Family Unit's perimeter drywall out, which excludes the drywall itself. This is commonly known as a "bare walls" Property Insurance policy.

2. Risks to be Insured and Availability of Insurance. The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Lucas County, Ohio. The amount of insurance purchased must be sufficient to cover 100 percent of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage. If the cost of 100 percent full replacement coverage, less the deductible, for Property Insurance is unreasonably expensive, as the Board so determines, then in no event will the coverage be in an amount less than 80 percent of the then current replacement value, less the deductible and with exclusions as provided for in this Section.
3. Beneficiary Interests. Subject to the provisions of Section A, Paragraph 4 below, all Association insurance is for the benefit of the Association, each of the Family Unit Owners, and the holders of mortgages on the Family Units, as their interest may appear, and will provide for the issuance of

certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Family Units, if any.

4. **Claim Filing.** The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A first mortgagee having an interest in a Family Unit that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.
5. **Deductible.** The Association's Property Insurance will include a reasonable deductible as determined by the Board. Except as provided in Section A, Paragraph 6 below, the Family Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Family Unit, and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Family Units

and the Common Elements, the repair costs and expenses not paid for by the Association's insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Family Unit(s) in accordance with this Article IX.

6. Responsibility for Damage.

- (a) Association. The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association is responsible for the cost of such loss or repairs, including any costs not paid due to any insurance deductible amount, to the extent not covered by any Association or Family Unit Owner insurance policy.
- (b) Family Unit Owner. If any loss or repair is due to the negligence or intentional act of a Family Unit Owner, or anyone the Family Unit Owner is responsible for, such as a family member, Occupant, tenant, guest, or contractor, then, in such case, the Family Unit Owner is responsible for the depreciated value of such loss or repairs, including costs not paid for due to any insurance deductible amount, to the extent not paid for by (or should have been covered and paid for by) any Association or Family Unit Owner insurance policy.

- (7) Insurance Company Rating. All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A" or better by Standard & Poor's Insurance Ratings, or its present-day equivalent.
- (8) Mortgagee and Other Additional Insurance Requirements. Notwithstanding anything to the contrary anywhere in this Article IX, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board so decides, any additional insurance coverage beyond the minimum requirements contained in Section A, Paragraph 1 above, for less than all the Family Unit Owners, the Association may levy a special assessment against only those Family Unit Owners so requiring such additional insurance in an amount to be determined by the Board.
- (9) Additional Endorsements. The Association's Property Insurance policy is to include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, an "Equipment Breakdown Endorsement" or its present day equivalent, and such other

endorsements as the Board so determines.

B. Family Unit Owner Insurance. Except as is insured by the Association in accordance with Section A, Paragraph 1 above, each Family Unit Owner will insure all portions and components of the Family Unit, from and including the Family Unit's [drywall (attached to the perimeter or interior walls and ceilings of the Family Unit) in, including:

- (1) any wall coverings, paneling, or other finishing material applied to any wall or ceiling,
- (2) any finishing materials applied to the floors,
- (3) all interior Family Unit doors, including the frames,
- (4) all appliances, including built-in appliances, located within and serving only the Family Unit,
- (5) all utility lines and components located within the Family Unit and serving only the Family Unit,
- (6) all sinks, faucets, toilets, tubs, showers, and other plumbing fixtures located within the Family Unit and serving only the Family Unit,
- (7) all kitchen and bathroom cabinets,
- (8) all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Family Unit located within the Family Unit boundaries,
- (9) attic and crawlspace insulation,
- (10) in addition, all betterments or improvements made

by the Family Unit Owner (or a prior owner of the Family Unit Owner's Family Unit) wherever located on the Condominium Property.

Each Family Unit Owner will name the Association as an additional insured on their Property Insurance policy.

Each Family Unit Owner will also carry insurance on their Family Unit up to the amount of the Association's Property Insurance deductible for any components of the Family Unit that the Association insures. The property insurance carried by each Family Unit Owner will insure against loss by fire and other hazards and perils now or hereafter embraced by a special form policy with a minimum dollar amount of coverage and with a maximum deductible as the Board may from time to time determine and provide notice of to the Family Unit Owners. Each Family Unit Owner will file a copy of the policy(ies), or such other evidence of insurance as the Board may require, with the Association within 30 days of receipt of a request from the Association. Each Family Unit Owner may further insure the personal contents of their Family Unit, as well as any other personal property, which they store elsewhere on the Condominium Property. Each Family Unit Owner will also obtain insurance against liability for events arising or related to the Family Unit Owner's Unit.

C. Damage and Destruction.

- (1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Family Unit Owner is deemed to have delegated, and does delegate on acquisition of

any title interest in a Family Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Section A above. In furtherance of this delegation, the Board, and its authorized agents, is and are appointed the attorney-in-fact for all Family Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

- (2) In the event any damage to or destruction of the Common Elements renders 50 percent or more of the Family Units then comprised within the Condominium Property untenable, the Family Unit Owners may, by the vote of those entitled to exercise not less than 75 percent of the voting power, elect not to repair or restore such damaged part at a meeting that will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Family Unit Owners. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Family Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, will be considered as one fund and will be distributed to all Family Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Family Unit Owner, however, will receive any portion of their share of such proceeds until all liens and encumbrances on their Family Unit have been paid, released or discharged.

D. Restoration of Buildings.

- (1) Unless Family Unit Owners elect not to restore the damaged property as provided for in Section C, Paragraph 2 above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements and Limited Common Elements the Association insures, as well as the doors and windows in the perimeter walls and ceilings of the Family Unit, substantially as such Elements existed immediately before the damage or destruction. However, the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution or payment of Association insurance proceeds for the repair and reconstruction of any Family Unit, if any, or both, will be determined by the Board.
- (2) If the cost of the repair for the damages or destruction to the Common Elements, including the Limited Common Elements, exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Family Unit Owners or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.
- (3) If the cost of repairs to the Common Elements and



the Limited Common Elements the Association insures is less than the amount of such insurance proceeds the Association will retain the excess in either the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

- (4) After any damage to or destruction to components of their Family Unit, the Family Unit Owner must restore their Family Unit, including utilities serving the Family Unit, at the Family Unit Owner's sole expense, to such minimum standards as the Board may at any time or from time to time, in its sole discretion, establish and will complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

- E. Waiver of Subrogation. Each Family Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Family Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Family Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article IX, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and



C. The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds.

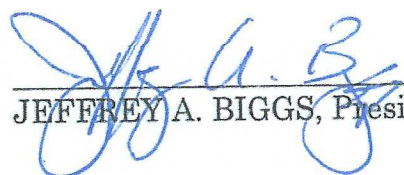
D. The Association may carry such other insurance as the Board may determine, including, errors and omissions insurance and liability insurance for Board members.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this revision of the Association's and Family Unit Owners' property (casualty) insurance and public liability insurance, and other insurance coverage obligations, as well as property restoration responsibilities. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Family Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Woodbrooke Condominium Owner's Association, Inc. has caused the execution of this instrument this 9 day of JULY, 2021.

WOODBROOKE CONDOMINIUM OWNER'S ASSOCIATION, INC.

By:

  
\_\_\_\_\_  
JEFFREY A. BIGGS, President

By:

  
\_\_\_\_\_  
MARY DUNN, Treasurer

STATE OF OHIO )  
 )  
COUNTY OF LUCAS ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Woodbrooke Condominium Owner's Association, Inc., by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument, on Page 15 of 17, 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.

I have set my hand and official seal this 9 day of July, 2021.

*Paula M. Mattero*

NOTARY PUBLIC

Place notary stamp/seal here:



PAULA M. MATTERO  
Notary Public, State of Ohio  
My Commission Expires 9-5-2021

SEE EN  
This instrument prepared by:  
KAMAN & CUSIMANO, LLC, Attorneys at Law  
50 Public Square, Suite 2000  
Cleveland, Ohio 44113  
(216) 696-0650  
ohiocondolaw.com

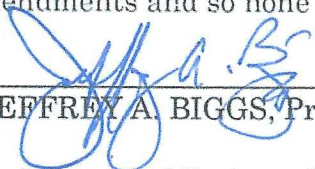
EXHIBIT A

AFFIDAVIT

STATE OF OHIO )  
 )  
COUNTY OF LUCAS ) SS

JEFFREY A. BIGGS, being first duly sworn, states as follows:

1. He is the duly elected and acting President of the Woodbrooke Condominium Owner's Association, Inc.
2. He will cause copies of the Amendments to the Declaration to be mailed by certified mail to all Family Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association once the Amendments are recorded with the Lucas County Recorder's Office.
3. There are no, as the term is used in Declaration Article XIII, "mortgagees" of record on file with the Association as no holders, insurers or guarantors of a mortgage on a Unit have given the Association a written request to receive notice of certain actions or amendments and so none have consented to the Amendments.


  
\_\_\_\_\_  
JEFFREY A. BIGGS, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named JEFFREY A. BIGGS who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

I have set my hand and official seal this 9 day of JULY, 2021.

  
\_\_\_\_\_  
NOTARY PUBLIC

Place notary stamp/seal here:



PAULA M. MATTERO  
Notary Public, State of Ohio  
My Commission Expires 9-5-2021