

BY-LAWS

OF

WINDSOR SQUARE CONDOMINIUM ASSOCIATION

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20 UNITS

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	<u>Page</u>
Article I. The Association	1
Section 1. Name and Nature of Association	1
Section 2. Membership	1
Section 3. Voting Rights	1
Section 4. Proxies	1
Section 5. Quorum	1
Section 6. Place of Meeting	1
Section 7. Annual Meetings	2
Section 8. Special Meetings	2
Section 9. Notice of Meeting	2
Section 10. Waiver of Notice	2
Section 11. Order of Business	2
Article II. Board of Trustees	2
Section 1. Number and Qualification	2
Section 2. Election	2
Section 3. Vacancies During the Term	3
Section 4. Term of Office; Resignation	3
Section 5. Removal of Trustees	3
Section 6. Organization Meeting	3
Section 7. Regular Meetings	3
Section 8. Special Meetings	3
Section 9. Board of Trustees' Quorum	3
Section 10. Compensation	4
Section 11. Fidelity Bond	4
Article III. Officers	4
Section 1. Designation	4
Section 2. Term of Office; Vacancies	4
Section 3. President	4
Section 4. Vice President	4
Section 5. Secretary	4
Section 6. Treasurer	4
Article IV. General Powers of the Association	4
Section 1. Payments from Maintenance Funds	4
Section 2. Capital Additions	6
Section 3. Special Assessments	6
Section 4. Rules and Regulations	6
Section 5. No Active Business to be Conducted for Profit	6
Section 6. Association's Right to Enter Units	6
Article V. Determination and Payment of Assessments	6
Section 1. Obligation of Owners to Pay Assessments	6
Section 2. Preparation of Estimated Budget	6
Section 3. Reserve for Contingencies and Replacements	7
Section 4. Failure to Prepare Annual Budget	7
Section 5. Books and Records of the Association	7
Section 6. Assessments	7
Article VI. Committees	7
Section 1. Type	7
Section 2. Complaints	7
Article VII. Security Deposit	8
Article VIII. General Provisions	8
Section 1. Conflict of Interest	8
Section 2. Indemnification	9
Section 3. Copies of Notices to Mortgage Lenders	9
Section 4. Service of Notice on the Board of Trustees	9

Section 5.	Non-Waiver of Covenants	10
Section 6.	Amendments	10
Section 7.	Definitions	10
Section 8.	Agreements Binding	10
Section 9.	Severability	10

BY-LAWS
OF
WINDSOR SQUARE CONDOMINIUM ASSOCIATION

The within By-Laws are executed and attached to the Declaration of Windsor Square Condominium Association, pursuant to Chapter 5311 of the Ohio Revised Code. The purpose is to provide for the establishment of a Unit Owner's Association for the administration of the Condominium Property in the manner provided by the Declaration and these By-Laws. All present or future owners or tenants of the Condominium Property, in any manner, shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Trustees of the Association.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be known as Windsor Square Condominium Association, being a non-profit corporation whose members are all of the Unit Owners of Windsor Square Condominium.

Section 2. Membership. Every person or entity who is a record owner of a Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for membership. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his ownership interest, at which time the new Owner of such Unit shall automatically become a member of the Association. Membership shall be extended to the Unit Owner of any Units that may from time to time be added to this Declaration.

Section 3. Voting Rights. There shall be one vote for each of the eight (8) Units comprising Windsor Square Condominium (first phase). If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Unit, each shall be entitled to exercise such proportion of the voting power for each Unit as shall be equivalent to the proportionate interest of ownership of such Unit. Voting rights are not related to percentage of interest as stated or a par value in the Common Area and Facilities. The number of votes will increase by the number of the Units added to this Declaration to a total of twenty (20) votes.

Section 4. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his ownership in the Unit unless the same shall have originated in a mortgage, in which case the proxy will terminate upon the cancellation of such mortgage. Any mortgagee holding a proxy shall be required to present the same, or a copy thereof, each time it elects to utilize its voting rights. The person appointed as proxy need not be a member of the Association.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the voting power of the Association shall constitute a quorum for any action except for matters requiring a higher percentage of the voting power. If, however, such quorum shall not be present or represented at any meeting, a majority of the voting power or such percentage required for such contemplated action, those present shall have power to adjourn the meeting until a quorum shall be present or represented. Percentage of interest in the Common Areas and Facilities shall not be used in determining a quorum.

Section 6. Place of Meeting. Meetings of the Association shall be held at such place upon the Condominium Property or elsewhere in the area, as specified by the Trustees in the notice of the meeting.

Section 7. Annual Meetings. The first annual meeting of members of the Association shall be held within one (1) year after the recording of the Declaration. Thereafter, the annual meeting of the Association shall be held in each succeeding year thereafter on the first Tuesday of May, if not a legal holiday, and if a legal holiday, then on the succeeding business day. Unless otherwise specified, meetings will commence at 7:30 p.m. Provided, however, a member of the Board of Trustees will be appointed from the Owners of the first six (6) Units sold to serve until the first election. Provided, however, if within the one-year period after the recording of the Declaration, should the Declarant sell fifteen (15) Units of the twenty (20) Units contemplated herein, then, within thirty (30) days after said sale, the members shall elect all of the Trustees of the Association.

Section 8. Special Meetings. It shall be the duty of the President of the Association to call a special meeting as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of 75% of the Owners present, either in person or by proxy.

Section 9. Notice of Meeting. It shall be the duty of the Secretary of the Association to mail a notice of such annual or special meeting, stating the purpose of any special meeting, the time and place where it is to be held, to each Owner of record, at least seven (7) days, but not more than twenty-eight (28) days prior to such meeting. The Owners of record will be determined from the Association's files as of the day preceding the day on which notice is given.

Section 10. Waiver of Notice. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be waiver by him of notice of such meeting. Provided, however, any mortgagee entitled to a notice shall receive the same unless it waives such notice.

Section 11. Order of Business. The order of business at all meetings of the Owners of Units shall be as follows:

- a. Roll call
- b. Proof of notice of meetings or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Report of officers
- e. Report of committees
- f. Election of inspectors of election
- g. Election of Trustees
- h. Unfinished business
- i. New business
- j. Adjournment

ARTICLE II

BOARD OF TRUSTEES

Section 1. Number and Qualification. The affairs of this Association shall be managed by a Board of Trustees of not less than three (3) persons who must be members of the Association. If at any time one bank or lending institution shall hold mortgages upon more than 50% of the Units, such lending institution may designate its representative who shall be a fourth member of the Board of Trustees.

Section 2. Election. At the first meeting of the members, the members shall elect one (1) Trustee for a term of one (1) year; one (1) Trustee for a term of two (2) years, and one (1) Trustee for a term of three (3) years; and at such annual meeting thereafter, the members

shall elect one (1) Trustee for a term of three (3) years. Election to the Board of Trustees shall be by secret written ballot. At such election, the members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Only persons nominated as candidates shall be eligible for election as Trustees. Provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 1 of this Article II, if any, shall be filled by such lending institution.

Section 3. Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, during the term of such Trustee or Trustees, the remaining Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill such vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 1 of this Article II, if any, shall be filled by such lending institution.

Section 4. Term of Office; Resignation. Each Trustee shall hold office until his term expires, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Trustee may specify.

Section 5. Removal of Trustees. At any regular or special meeting duly called, any one or more of the Trustees may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association except the Trustee, if any, acting as a representative of a lending institution may not be removed by such vote. Any Trustee whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting. In the event that a Trustee is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created.

Section 6. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Trustees and those Trustees whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each year.

Section 8. Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or any two Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Board of Trustees' Quorum. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees.

Section 10. Compensation. No Trustee shall receive compensation for any services rendered as a Trustee. The Trustee may be reimbursed for such expenses incurred in the performance of his duties.

Section 11. Fidelity Bond. The Trustees shall require all persons handling the funds of the Association to furnish adequate fidelity insurance expense. The premiums on such coverage shall be a Common Expense.

ARTICLE III

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer all of whom shall be elected by the Board of Trustees. The offices of Treasurer and Secretary may be filled by the same person.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

Section 3. President. The President shall be the chief executive officer of the Association and must be a member of the Board of Trustees. He shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Trustees. He shall be a member of the Board of Trustees.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Trustees may direct, and he shall, in general, perform all the duties incident to the office of the Secretary. He need not be a member of the Board of Trustees.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Trustees. He need not be a member of the Board of Trustees.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance fund the following:

a. Utility Services. The cost of water, waste removal, for the Condominium and the cost of electricity, telephone, heat, power or any other necessary utility service for the Common Areas, if any that are not separately metered and provided by the Association.

b. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas, including the parking area.

c. Care of Certain Limited Common Areas and Facilities. The cost of maintenance, repair, cleaning and replacement of those Common Areas which are designated by the Declaration as Limited Common Areas and Facilities for the exclusive use of all the Units in the Building, unless such cost is to be paid by the Unit Owner, as provided in the Declaration.

d. Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas and Facilities, if such maintenance or repair is necessary in the opinion of the Board of Trustees for public safety or in order to prevent damage to or destruction of any part of the Condominium Property, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Owner or Owners. The Association shall levy special assessments against such Unit Owner for the cost of said maintenance or repair.

e. Casualty Insurance. The premium upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually. Also for the additional insurance for Units as provided in 8.03 of the Declaration if the Association elects to pay the same.

f. Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board of Trustees, and the owners against any liability to the public or to the Owners of Units, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.

g. Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, but not limited to, the services of a person or firm to act as a Manager or Managing Agent for the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

h. Workmen's Compensation. The costs of Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

i. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may, in the opinion of the Association, constitute a lien against the entire Condominium Property rather than merely against the interest therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said owners.

j. Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, common expenses or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which, in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and these By-Laws.

Section 2. Capital Additions. The Association shall not make expenditures for new capital improvements to the Common Areas and Facilities having a total cost in excess of Five Hundred Dollars (\$500.00) without, in each case, the prior approval of two-thirds (2/3) of the members of the Association. This clause is not intended to limit expenditures for the replacement or restoration of existing portions of the Common Areas and Facilities.

Section 3. Special Assessments. If in the opinion of the Board of Trustees there is an emergency or special circumstance whereby the Association needs additional funds, the Board may call a special meeting of the members to review the matter. Upon the affirmative vote of two-thirds (2/3) of the members, a special assessment may be adopted to cover the specific special need.

Section 4. Rules and Regulations. The Board of Trustees may by majority vote, adopt such reasonable rules and regulations and to amend the same which the Board of Trustees may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event that adopted rules and regulations conflict with any provisions of the Declaration or of these By-Laws, the rules and regulations of the Declaration and these By-Laws shall govern.

Section 5. No Active Business to be Conducted for Profit. Nothing herein shall be construed to give the Association authority to conduct active business for profit.

Section 6. Association's Right to Enter Units. The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Unit Owner is present or not.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments. Each Unit Owner shall have the duty to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and of other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget. The Association shall before or on December 1st of every year prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners, an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided and showing the net amount over or short of the actual

expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas and to the next monthly installment due for Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessments shall become effective with the first monthly maintenance payment which occurs more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Books and Records of the Association. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Trustees; and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Areas. Such books and records shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing at reasonable times and upon request by an Owner. Upon ten (10) days notice to the Board of Trustees and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 6. Assessments. Monthly assessments shall begin at the time of the filing of the Declaration with the Recorder of Montgomery County, and shall be paid by every Unit Owner of record, including the Units vested in the name of the Declarant. The assessments will be prorated at the time of any sale, provided, however, the terms of the Declaration concerning the responsibility for assessments shall apply upon failure to prorate.

ARTICLE VI

COMMITTEES

Section 1. Type. The Association may appoint an Architectural Control Committee and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes, such as a Maintenance Committee to advise the Trustees on matters pertaining to the maintenance repair or improvement of the Properties.

Section 2. Complaints. It shall be the duty of the Board of Trustees to act as a Committee of the whole to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Trustee, officer or committee of the Association as is further concerned with the matter presented.

ARTICLE VII

SECURITY DEPOSIT

If in the judgment of the Board, the equity of the persons owning the Ownership interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by the Association, and provided that such Unit Owner shall have a history of being delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that such security deposit shall in no event exceed an amount which, when added to such Unit Owner's equity interest in his Unit, will equal fifteen percent (15%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms and conditions of the Declaration or these By-Laws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these By-Laws. Upon any sale by such Unit Owner of his Unit, or at such times as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these By-Laws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Conflict of Interest. A Trustee or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the Association shall be void or voidable or in any way affected or invalidated by reason of the fact that any Trustee or officer of any firm of which any officer or Trustee is a member or any corporation of which any Trustee or officer is a shareholder, director, or Manager, or any trust of which any Trustee or officer of the Association is a Manager or beneficiary, is in any way interested in such transaction or contract or act. No Trustee or officer shall be accountable or responsible to the Association for or in respect to any transaction or contract or act of the Association or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director or Manager, or any trust by which he is a Manager or beneficiary, is interested in such transaction or contract or act, provided the fact that such Trustee or officer or such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the Board of Trustees or such members thereof as shall be present at any meeting of the Board of Trustees at which action upon such contract or transaction or act shall have been taken. Any Trustee may be counted in determining the existence of a quorum at any meeting of the Board of Trustees which shall authorize or take action in respect to any such contract or trans-

action or act, and . . . vote thereat to authorize, ratify, or approve any such contract or transaction or act, and any officer of the Association may take any action within the scope of his authority respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder, director or manager, or any trust of which he is trustee or beneficiary were not interested in such transaction or contract or act. . . Without limiting or qualifying the foregoing, if in any judicial or other inquiry, suit, cause or proceeding, the question of whether a Trustee or officer of the Association has acted in good faith is material, and notwithstanding any statute or rule of law or of equity to the contrary (if any thereby), his good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

Section 2. Indemnification. Except as otherwise provided herein, every person who is or has been a Trustee or officer of the Association and his heirs and legal representatives is hereby indemnified by the Association against expenses and liabilities actually and necessarily incurred by him in connection with the defense of either (1) any action, suit or proceeding to which he may be a party defendant, or (2) any claim of liability asserted against him, by reason of his being or having been a Trustee or officer of the Association. Without limitation, the term "expenses" includes any amount paid or agreed to be paid in satisfaction of a judgment or in settlement of a judgment or claim of liability other than any amount paid or agreed to be paid by the Association itself. The Association does not, however, indemnify any Trustee or officer in respect to any matter as to which he shall be finally adjudged liable for negligence or misconduct in the performance of his duties as such Trustee or officer, nor in the case of a settlement, unless such settlement shall be found to be in the interest of the Association by (1) the court having jurisdiction of the action, suit or proceeding against such Trustee or officer of a suit involving his right to indemnification, or (2) a majority of the Trustees of the Association then in office other than those involved in such matter (whether or not such majority constitutes a quorum), or if there be no Trustees who are not involved in the matter, then by disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

Section 3. Copies of Notices to Mortgage Lenders. Upon written request to the Board of Trustees, the holder of any duly recorded mortgage against any Unit Ownership shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage and a copy of any lien filed by the Association. The Association, at the request of any mortgagee, will deliver to the mortgagee copies of all accounts, financial reports and other financial information concerning the operation of the Association. The mortgagee shall have the right to inspect the books, records and accounts of the Association.

Section 4. Service of Notice on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Amendments. Provisions of these By-Laws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power. No such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

Section 7. Definitions. The terms used in these By-Laws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

Section 8. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

Section 9. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

IN WITNESS WHEREOF, these By-Laws were adopted by the Declarant, PLAZA CONSTRUCTION CO. on this 10th day of November, 1978.

PLAZA CONSTRUCTION CO.

By William P. Barlow, Jr.
William P. Barlow, Jr.
General Partner

By C. Allen Graybill, Jr.
C. Allen Graybill, Jr.
General Partner

By Stonyridge Realty, Inc.
Stonyridge Realty, Inc.
General Partner

EXHIBIT I

SUBMISSION OF MORTGAGEE

The undersigned is Mortgagee of premises described in the within Declaration of Condominium Ownership of WINDSOR SQUARE CONDOMINIUM by virtue of a Mortgage Deed executed by PLAZA CONSTRUCTION CO. an Ohio Partnership, filed May 22, 1978, and recorded in Mortgage Deed Record 78-638D05 of the Mortgage Records of Montgomery County, Ohio.

The undersigned hereby submits its said Mortgage to this Declaration and the By-Laws and drawings attached thereto and to the provisions of Chapter 5311, Ohio Revised Code.

WITNESSES:

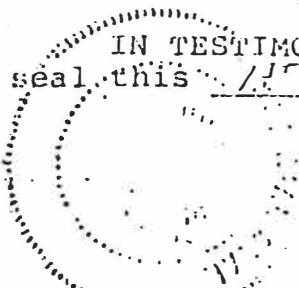
Nathan H. Abney
Benjamin F. Allbery

James B. Gastineau

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a notary public in and for said County and State, personally appeared James B. Gastineau who having been first duly sworn acknowledged that he did execute the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15 day of December, 1978.



Nathan H. Abney
Notary Public

NATHAN H. ABNEY, Notary Public
In and for Montgomery, Clark, Greene & Miami Co's., Ohio
My Commission Expires March 15, 1979

This instrument prepared by:
Benjamin F. Allbery, Attorney
1200 American Building
Dayton, Ohio 45402
513/228-7183

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RECORDED
MONTGOMERY COUNTY, OHIO
1978 DEC 15

-78 694D08

Book 106
PAGE 76

JOE D. PEGG
RECORDER

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MONTGOMERY CO., OHIO
RECORDED

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WINDSOR SQUARE CONDOMINIUM

DECLARATION OF CONDOMINIUM

A CONDOMINIUM PROJECT BY
PLAZA CONST. CO.
A GENERAL PARTNERSHIP

WILLIAM P. BARLOW, JR.
C. ALLEN GRAYBILL, JR.
STONYRIDGE REALTY, INC.

I hereby certify that a copy of the within Declaration together with drawings and By-Laws attached as exhibits thereto, have been filed in the Office of the Auditor of Montgomery County, Ohio.

MONTGOMERY COUNTY AUDITOR

By _____

This instrument prepared by: Allberry & Roberts, Attorneys at Law
1200 American Building, Dayton, Ohio

For PLAT SEE Book 106
PAGE 76

DEC 6 1978

ROBERT L. ROBERER
MONTGOMERY COUNTY AUDITOR

-78 694A01

INDEX

	<u>Page</u>
ARTICLE I. DEFINITIONS	1
Section 1.01. Declarant	1
Section 1.02. Condominium Property	1
Section 1.03. Association	1
Section 1.04. Board of Managers	1
Section 1.05. Common Assessments	1
Section 1.06. Common Surplus	1
Section 1.07. Common Expenses	1
Section 1.08. Common Losses	1
Section 1.09. Unit Owner and Owner	2
Section 1.10. Additional Property	2
ARTICLE II. ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY	2
Section 2.01.	2
Section 2.02.	2
Section 2.03. Name	2
Section 2.04. Purpose of the Condominium Property	2
Section 2.05. Condominium Property	2
Section 2.06. General Description of Building	2
Section 2.07. Description of Units	2
Section 2.08. Ownership of Common Areas and Facilities	3
Section 2.09. Limited Common Area and Facilities	4
ARTICLE III. EXPANDABLE CONDOMINIUM	4
Section 3.01. Expansion Effective	5
Section 3.02. Percentage of Interest	5
ARTICLE IV. UNIT OWNERS ASSOCIATION	5
Section 4.01. Membership	5
Section 4.02. Voting Rights	5
Section 4.03. Declarant to Act	5
Section 4.04. Organization of Association	5
Section 4.05. Complete Books and Records of Account	5
ARTICLE V. ADMINISTRATION OF CONDOMINIUM PROPERTY	5
ARTICLE VI. SERVICE OF PROCESS	6
ARTICLE VII. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS	6
Section 7.01. Unit Owners Responsibility	6
Section 7.02. Limited Common Areas and Facilities	7
Section 7.03. Construction Defects	7
Section 7.04. Warranties by Declarant	7
ARTICLE VIII. INSURANCE	8
Section 8.01.	8
Section 8.02. Liability Insurance	8
Section 8.03. Additional Insurance for Units	9
Section 8.04. Selected by Association	9
Section 8.05. Held by Association	9
Section 8.06. Association to Act for Unit Owner	10
ARTICLE IX. RECONSTRUCTION, REBUILDING AND REPAIR	10
Section 9.01. Rebuilding Costs in Excess of Insurance	10
Section 9.02.	10
Section 9.03. Procedure for Construction or Repair	10

ARTICLE X. REAL ESTATE TAXES	11
ARTICLE XI. REMEDIES	11
Section 11.01. Right of Entry	11
Section 11.02. Civil Action	11
ARTICLE XII. EASEMENTS, CONDITIONS AND RESTRICTIONS	11
Section 12.01. Easements	11
Section 12.02. Easement for Encroachment	11
Section 12.03. Reconstruction Easements	11
Section 12.04. Maintenance Easements	12
Section 12.05. Utility Easements	12
Section 12.06. Future Easements	12
Section 12.07. Subject to Easements	12
ARTICLE XIII. COMMON EXPENSES AND ASSESSMENTS	12
Section 13.01. Division of Common Profits and Expenses	12
Section 13.02. Liability for Assessments Upon Voluntary Conveyance	13
ARTICLE XIV. LIEN OF ASSOCIATION	13
Section 14.01. Additional Assessments	13
Section 14.02. Failure to Pay Assessments or Charges	13
ARTICLE XV. RESTRICTIONS AS TO USE AND OCCUPANCY	14
Section 15.01. Prohibited Uses	14
Section 15.02. Parking	14
Section 15.03. Parking Lot	14
Section 15.04. Obstructions	14
Section 15.05. Conduct of Business	15
Section 15.06. Additional Structures	15
Section 15.07. Hazardous Uses and Waste	15
Section 15.08. Exterior Surfaces of Building	15
Section 15.09. Animals and Pets	15
Section 15.10. Trash and Storage	15
Section 15.11. Nuisances	15
Section 15.12. Impairment of Structural Integrity of Building	15
Section 15.13. Signs	15
Section 15.14. Alteration of Common Areas and Facilities	16
Section 15.15. Fencing	16
Section 15.16. Architectural Control	16
Section 15.17. Declarant	16
ARTICLE XVI. MISCELLANEOUS PROVISIONS	16
Section 16.01. Covenants Running with the Land	16
Section 16.02.	16
Section 16.03. Notice of Mortgages	16
Section 16.04. Severability	16
Section 16.05. Waiver	16
Section 16.06. Liability	17
Section 16.07. Enforcement of Provisions	17
Section 16.08. Interpretation	17
Section 16.09. Amendment of Declaration	17

DECLARATION OF CONDOMINIUM

WINDSOR SQUARE CONDOMINIUM

INTRODUCTION

WHEREAS, Plaza Const. Co., an Ohio general partnership, hereinafter referred to as "Declarant" or "Developer" is the owner in fee simple of real estate situate in the County of Montgomery, State of Ohio, and more particularly described in "Exhibit A," attached hereto, being a parcel of 2.989 acres, and by this reference made a part hereof; and

WHEREAS, the Declarant is in the process of constructing on the land described on Exhibit A, three (3) buildings that will contain a total of twenty (20) office suites for the purpose of submitting the same to the provisions of Chapter 5311 of the Revised Code of Ohio for condominium ownership; and

WHEREAS, one (1) of said buildings is complete and it is the intention hereof to submit said building to the land described on Exhibit B hereto to the provision of Chapter 5311 and to submit the land described in Exhibits C and D also to the provisions of Chapter 5311 as soon as construction of the buildings is completed and to expand this condominium by such addition(s);

NOW, THEREFORE, Declarant hereby makes the following declarations as to the uses, covenants, restrictions and conditions to which the real estate described in Exhibit B and all the improvements thereon, may be utilized, and these declarations shall be construed as covenants running with the land and shall be binding upon said Declarant, its successors and assigns, and all subsequent owners of any or all of the real property and improvements constructed thereon, all in accordance with the provisions of this Declaration, and in further accordance with O.R.C. Chapter 5311.

ARTICLE I

DEFINITIONS

Section 1.01: "Declarant" shall mean Plaza Const. Co., an Ohio general partnership, its successors and assigns; the Declarant is also the "Developer" of the Condominium Property.

Section 1.02: "Condominium Property" means the land described herein or subsequently added, all buildings, improvements and structures on the land, and all easements, rights and appurtenances belonging to the land, and all articles of personal property existing for the common use of the unit owners.

Section 1.03: "Association" shall mean Windsor Square Condominium Association, an Ohio corporation not-for-profit, its successors and assigns.

Section 1.04: "Board of Managers" shall refer to the Board of Trustees of the Association.

Section 1.05: "Common Assessments" means assessments charged proportionately against all Units for common purposes.

Section 1.06: "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

Section 1.07: "Common Expenses" means those expenses as such in Chapter 5311 of the Revised Code and in accordance with the provisions of this Declaration and By-Laws to be shared by all of the Unit Owners.

Section 1.08: "Common Losses" means the amount by which Common Expenses during any period of time exceed Common Assessments and Common Profits during that period.

Section 1.09: "Unit Owner and Owner" mean the person or persons, natural or artificial, owning the fee simple estate in the Unit together with an undivided interest in the Common Areas and Facilities.

Section 1.10: "Additional Property" means land and improvements that may be added in the future to this expandable Condominium Property; being the land described in Exhibits C and D, that are part of the land described in Exhibit A.

ARTICLE II

ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY

Section 2.01: Declarant is the Owner of the real property described in Exhibit B, which, together with the buildings and other improvements thereon, is hereby submitted to the provisions of Chapter 5311 of the Revised Code of Ohio.

Section 2.02: Windsor Square Condominium will be established by filing with the Recorder of Montgomery County, Ohio, this Declaration and Exhibits attached hereto. This Condominium will be expanded by an amendment hereto and recorded together with the Exhibits thereto.

Section 2.03: Name. The Condominium Property shall be known as Windsor Square Condominium.

Section 2.04: Purpose of the Condominium Property. The purpose of submitting this property to the provisions of O.R.C. Chapter 5311 is to divide the same into condominium units which may be conveyed to and owned by separate owners, and to provide said Unit Owners with an undivided unit ownership in the Common Areas and Facilities and for the additional purpose of imposing certain covenants, conditions and restrictions upon said real estate, buildings and improvements.

Section 2.05: "Condominium Property" shall consist of one building, containing eight (8) individual units, all for business and professional office purposes and shall be expanded by the addition of two (2) additional buildings, each containing six (6) additional units to expand the Condominium Property to twenty (20) units. The units are all capable of individual utilization by reason of having their own exit to a Common Area of the Condominium, and the units will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, and also an undivided interest in the Common and Limited Common Areas of the Condominium, as is necessary for their adequate use and enjoyment, all of which is in accordance with O.R.C. Chapter 5311.

Section 2.06: General Description of Building. There is one (1) building in this Condominium and it is known as Building No. 1; two (2) additional buildings will be added and known as Buildings No. 2 and 3. Principal materials of construction consist of a foundation of four inch concrete slab, eight inch poured foundation and supporting steel beams, frame, exterior walls, with a mixture of brick and stone veneer, rough sawn cedar siding on the exterior, metal windows and sliding glass doors, a wood truss roof with asphalt shingles, wood floor joists and wood studs covered with drywall. The buildings are a one-story structure over a full basement. Building No. 1 contains eight (8) Units and Buildings No. 2 and No. 3 will contain six (6) units each. All of the buildings will be located on the real estate described in Exhibit B which is located at the intersection of Congress Park Drive and Windsor Park Drive, both public streets.

Section 2.07: Description of Units. Each of the Units shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated surface of the perimeter walls, basement floor and ceiling of the first floor projected, if necessary, by reason of structural divisions such as interior walls, doors and windows to constitute a complete enclosure of space consisting of all of the useable area in each Unit.

a. Included without limitation are the following;

- (i) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to the floors, ceilings and interior and perimeter walls;
- (ii) All windows, screens and doors, including the frame, sashes and joists and the space occupied thereby;
- (iii) All fixtures located within the bounds of all of the units that were installed in and for the exclusive use of said unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines and systems serving the entire building or more than one unit thereof;
- (iv) All control knobs, switches, thermostats, base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceiling which service the unit or the fixtures located therein, together with the space occupied thereby;
- (v) All plumbing, electrical, heating, cooling and other utilities or service lines, pipes, wires, ducts or conduits which serve the unit or the fixtures located therein and which are located within the bounds of the unit;
- (vi) The space between the basement ceiling and the first floor shall be part of the unit as is the internal stair system between the basement and first floor.

b. All of the units are relatively of the same size and will be sold and conveyed without interior partitions and plumbing fixtures; plumbing will be roughed in to permit such rest room and other plumbing facilities desired, electrical wiring will be completed, but no fixtures provided, an electric furnace, water heater and sump pump will be installed with necessary pipes, conduit, wires, ducts and other necessary equipment thereto. The owner of such unit will be responsible to complete such interior improvements in accordance with its desires and use requirements for such unit; said work will be done in a first class condition in accordance with the applicable building codes, and free and clear of any liens or encumbrances that could affect any other unit.

c. The first eight (8) units have been completed with interior partitions, bath fixtures and other improvements to ready their use for office purposes, said work having been performed either by the prospective purchaser or by Declarant and will be conveyed in such condition.

Section 2.08: Ownership of Common Areas and Facilities. The Common Areas and Facilities comprise, in the aggregate, a single freehold estate and shall be owned by the unit owners as tenants in common and ownership thereof shall remain undivided. No action for partition of any part of the Common Areas and Facilities shall be maintainable, except as specifically provided in O.R.C. 5311.14, nor may any unit owner otherwise waive or release any right in the Common Areas and Facilities; provided, that, if any unit be owned by two or more co-owners, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such unit ownership as between such co-owners.

a. The percentage of interest in the Common Areas and Facilities owned by each unit owner as determined by Declarant in accordance with the provisions of O.R.C. Chapter 5311, shall be a par value of 5 points. Said percentage of interest is determined to be the proportion that the fair market value of said units bears to the aggregate fair market value of all units on the date this Declaration is filed for record.

b. The entire land and improvements thereon not a part of a unit shall be Common Areas and Facilities, including but not limited to the driveway, parking lot, sidewalk, yard area, all plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts and conduits which serve more than one unit or building(s), rear entrances and stairwell to basements, gutters, down spouts, exterior lighting fixtures, hose bibs and other facilities to serve the Common Areas and Facilities that are attached to the building(s), foundations, perimeter walls, roofs and all other parts of the building(s) necessary or convenient to its existence, maintenance, safety or normally in common use by more than one of the owners. The division walls separating one unit from another unit are Common Areas and Facilities. The parking lot to serve the entire condominium as expanded is part of the initial Common Area and Facilities, the Additional Property, Exhibits C and D, are the land areas to be occupied by said buildings to be added; part of which will be units and part Common Area and Facilities.

Section 2.09: Limited Common Area and Facilities.

a. The following included in the Common Areas and Facilities and appurtenant to or adjacent to the building(s) are deemed to be Limited Common Areas and Facilities designated and reserved for the exclusive use of the designated and appurtenant unit.

(i) The concrete patio to the rear of some units shall be Limited Common Area for the units having access thereto, including any decorative cover thereover;

(ii) The court yard to the front of some units will be Limited Common Area for the units having access thereto, including any decorative cover thereover;

(iii) The air conditioner, air conditioner pad and the duct and conduit thereto are Limited Common Area for the unit it serves;

(iv) The stairwell to the rear of the building is Limited Common Area to the units served thereby.

b. All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts, conduits and meters shall be Limited Common Areas and Facilities for the exclusive use of the unit served thereby.

ARTICLE III

EXPANDABLE CONDOMINIUM

This is an expandable condominium and the Declarant reserves the right and option to expand the same by the addition of two (2) additional buildings, each containing six (6) units to expand the Condominium to a total of twenty (20) units. There are no limitations on the option and the consent of the Unit Owners is not required. Such expansion shall be completed within two (2) years after the filing of this Declaration of record. The additional two buildings are presently under construction and the Additional Property is described on Exhibits C and D hereto. All of the Additional Property must be added, but may be added at different times, i.e., the property described in Exhibit C may be added at one time and the property described in Exhibit D may be added at a different time or both may be added at the same time. The units to be added are of the same size, layout and architectural design; the units will be compatible with the units and building submitted hereby, will be of similar quality of construction and of the same type of principal materials. All units added will be for commercial office type uses. The Additional Property added will be a fee simple ownership in the land and not subject to any land leases. The additional land is shown on the drawings as "Parcel I and as Parcel II not included on Phase I."

Section 3.01: Expansion Effective. The Additional Property will be added by the Declarant by an amendment(s) to the Declaration that contains the information, drawings and plans with respect to the additional property, the execution of said amendment and the filing of record and will be effective as of the time of filing and recording of same.

Section 3.02: Percentage of Interest. The percentage of interest in the Common Areas and Facilities is stated as a Par Value expressed in points, the original units each have a Par Value of five (5) points. The units to be added being similar, comparable, compatible and substantially identical to the existing units will each likewise be assigned a Par Value of five (5) points. Therefore, the percentage of interest in the Common Area and Facilities for each unit will be deemed to be equal among the original units and as to the units added to the Plan of Condominium Ownership.

ARTICLE IV

UNIT OWNERS ASSOCIATION

Declarant has caused to be formed an Ohio corporation, not for profit, to be called Windsor Square Condominium Association, which shall administer the Condominium Property, subject to the provision of this Declaration and O.R.C. Chapter 5311. The Board of Trustees of the Association shall act as the Board of Managers for the Condominium.

Section 4.01: Membership. Each Unit Owner, upon acquisition of the ownership interest in a unit within the Condominium Property, as presently constituted, or hereafter enlarged in accordance with Article III hereof, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his ownership interest, at which time the new owner of such ownership interest shall automatically become a member of the Association.

Section 4.02: Voting Rights. There shall be one (1) vote for each of the eight (8) units presently comprising this Condominium, the percentage of interest of each unit (Par Value) in the Common Areas and Facilities are not applicable to the voting rights of Unit Owners or to the determination of a quorum for meetings of the Association. As additional units are added to this Plan of Condominium Ownership, the number of votes will be increased by the number of units added by the amendment(s) to a total of twenty (20) votes when the additions are fully added.

Section 4.03: Declarant to Act. Until the Association is organized, the Declarant shall act in all instances where action of the Unit Owners or the Association's officers are authorized or required by law or this Declaration.

Section 4.04: Organization of Association. On the sale of six (6) units, the Association shall be organized and the first meeting of the membership shall be held.

Section 4.05: Complete Books and Records of Account. When the membership of the Association take complete control of the Association, if the same are not delivered before that time, the Declarant shall deliver to the officers of the Association correct and complete books and records of account of the income and expenses of the Association.

ARTICLE V

ADMINISTRATION OF CONDOMINIUM PROPERTY

The Administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner and occupant shall comply with the provisions of this

Declaration, the By-Laws, rules and decisions and resolutions of the Association or its representative, as lawfully amended from time to time and failure to comply with such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

ARTICLE VI

SERVICE OF PROCESS

Until such time as the President of the Association is elected, the person to receive service of process for the Association, shall be C. Allen Graybill, 533 Windsor Park Drive, Dayton, Ohio 45459. Thereafter, the President of the Association shall be the person designated to receive service of process for the Association and such designation shall be further evidenced by the filing with the Secretary of State of the appropriate form for the appointment of an agent of an Ohio corporation not-for-profit.

ARTICLE VII

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

Except as otherwise provided herein, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Areas and Facilities and Limited Common Areas and Facilities and the exterior of all units. The Association may delegate all of its authority to discharge such responsibility to a managing agent. Such delegation shall be evidenced by one or more management contracts, no one of which shall exceed one (1) year in duration, which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense. Such contract or contracts shall be renewed upon such terms as approved by the Association.

Section 7.01: Unit Owners Responsibility. Unless otherwise provided herein, the responsibility of each Unit Owner shall be as follows:

a. To maintain, repair, replace at his own expense all interior portions of his unit, and all interior installations in such unit, such as appliances, heating, plumbing, electrical and air-conditioning fixtures or installations, and any portion of any other boundaries.

b. To maintain and repair all windows, doors, vestibules and entryways of the unit and of all associated structures and fixtures therein, which are appurtenances to the unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

c. To perform his responsibilities in such manner so as not unreasonably to disturb other persons occupying other parts of the Condomini Property.

d. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit unless the written consent of the Association is obtained.

e. To promptly report to the Association or its managing agent any defect or need for repairs, the responsibility for remedying of which is with the Association.

f. Not to make any alterations on any portion of the building which are to be maintained by the Association or to remove any portion thereof or make any additions thereto or do anything which would or could jeopardize or impair the safety or soundness of the building without the prior written consent of the Association.

g. Not to impair or obstruct any easement without the prior written consent of the Association and of any other persons for whose benefit such easement exists.

Owner responsibility

h. To maintain all utility lines that service only an individual unit.

i. Each Unit Owner agrees to maintain, repair and replace at his expense, all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his own act or neglect, or by the act or neglect of any tenant, customer, invitee or employee of such Unit Owner or occupant. Provided, however, if the damage or destruction is covered by insurance, this provision is waived as to all but any deductible portion of the insurance and the right of subrogation of the insurance carrier is likewise waived.

Section 7.02: Limited Common Areas and Facilities. The respective responsibilities for the maintenance, repair and replacement of the Limited Common Areas and Facilities which are appurtenant to each unit are as follows:

a. The cost of maintenance, repair and replacement of the air conditioning, air conditioning pad, compressor, lines, conduit and accessories to said air conditioning unit shall be the responsibility of the Unit Owner.

b. The cost of maintenance, repair and replacement of each patio and the court yards, including the decorative cover, shall be the responsibility of the Unit Owner using such area and if more than one unit is benefited thereby, the cost shall be shared by such owners equally.

c. The cost of maintenance, repair and replacement of the Limited Common Areas and Facilities not specifically delegated to a Unit Owner shall be the responsibility of the Association. Without limitation but as an explanation, the Association shall be responsible for the cost of maintenance, repair and replacement of the stairwells to the rear of the units, privacy fences in connection with the patios or court yards and any supply lines for utilities that service more than one unit.

d. The work above outlined to be performed by the Unit Owner(s) shall be completed under the supervision and approval of the Association. Should the Unit Owner(s) fail to perform the work, after an appropriate notice, the Association may perform the work and assess the cost against the unit as a special assessment.

Section 7.03. Construction Defects. The obligation of the Association and of the owners to repair, maintain and replace the portions of the Condominium Property for which they are responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or owners shall not constitute a waiver of any rights against any warranties of such rights shall be specifically reserved by a notification to the warrantor before commencing such repair, maintenance or replacement.

Section 7.04. Warranties by Declarant.

a. The Declarant does hereby give and grant a two-year warranty covering the full cost of labor and materials for any repair or replacement of the roof and structural components and mechanical, electrical, plumbing and common elements serving the Condominium Property occasioned or necessitated by a defect in material or workmanship.

b. The Declarant does hereby give and grant a one-year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical or other elements pertaining to each unit, occasioned or necessitated by a defect in material or workmanship performed by or for the Declarant, which warranty shall commence as to each Unit on the date the deed or other method of conveyance is filed for record to a purchaser of said Unit.

c. The two-year warranty shall commence for the property submitted by this Declaration on the date the deed is filed for record following the sale of the first unit and for any additional property submitted by amendment to this Declaration on the date the deed is filed for record following the sale of the first unit; in either case to a purchaser in good faith for value.

d. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances installed and furnished as part of the unit by the Declarant, the valid assignment by the Declarant of the express and implied warranty of the manufacturer satisfies the Declarant's obligation with respect to such appliances and the Declarant's warranty is limited to the installation of the appliances.

e. All warranties made to the Declarant that exceed the time periods specified above with respect to any part of the units or Common Areas and Facilities shall be assigned to the owner or Association.

ARTICLE VIII

INSURANCE

Section 8.01: The Declarant and/or the Association, as the case may be, shall provide insurance protection against any loss or damage covered by Property Insurance Policy providing all risks of direct physical loss, in an amount no less than the maximum insurable replacement value of such buildings and structures, with the amount of insurance to be determined annually by the Declarant and/or the officers of the Association as the case may be. In such policy of insurance the named insured shall be the Association. As each condominium unit is sold, the Unit Owner thereof shall be named as an additional insured for the purpose of providing such Unit Owner with comprehensive liability and property damage insurance for such portions of the Condominium Property used in common with other owners. Such coverage shall afford protection against the following:

a. Losses included in the term "all risks of direct physical loss" of Property Insurance Policy.

b. Such other risks as from time to time customarily shall be with respect to buildings similar to the buildings in construction, location and use, subject to such deductible amounts not in excess of Five Hundred Dollars (\$500.00) as the Declarant, and/or officers of the Association shall determine. The policy or policies providing such coverage shall provide that the carrier shall have an option to restore damage in lieu of making a cash settlement therefor. Said policy shall further provide that the coverage therefor shall not be terminated for non-payment of premiums without at least thirty (30) days written notice to the managing agent of the Association.

c. Any deductible amounts shall be a Common Expense to the Unit Owners and paid by the Association.

d. Such policy of insurance shall be so written as to provide for the issuance of Certificates of Insurance to mortgagees of individual units and to provide such mortgagees at least thirty (30) days notice prior to any cancellation of insurance.

e. Any mortgagee may, to remedy any lack of insurance, but shall not be required to, advance premiums to keep the insurance in effect or to obtain new insurance policies in place thereof, and the amount so advanced shall be a Common Expense due immediately from the Association and a special assessment against all Unit Owners until paid without any necessity of any vote of the Unit Owners or the approval of the Association to establish the special assessments.

f. No mortgagee shall have any right to apply the proceeds of insurance to the reduction of any mortgage debts.

Section 8.02: Liability Insurance. The Association shall provide a comprehensive general liability policy insuring itself, the Directors, Officers and Unit Owners against liability for personal injury and property damage caused by an occurrence and arising out of the ownership maintenance or use of the Common Areas and Facilities, and all operations necessary or incidental thereto. This policy shall provide limits of \$1,000,000.00 single limit combined. In the event the insurance effected by the Association on behalf of the Unit Owners

against legal liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof shall have a right of contribution from the other Unit Owners.

Premiums upon the insurance policy purchased by the Association shall be paid by the Association at least thirty (30) days prior to the inception date of the policy and shall be assessed as Common Expense.

Each Unit Owner shall, at his own expense, obtain individual policies providing insurance on personal property and liability insurance for personal protection with personal liability limits of not less than \$100,000.00. This insurance should be placed with the carrier of the master policy, thereby eliminating loss adjustment problems and avoidance of duplication of coverage.

Section 8.03: Additional Insurance for Units. The Association shall provide insurance coverage upon the units by the purchase of a Master Property Insurance Policy to afford insurance protection against any loss covered by all risks of direct physical loss, in an amount requested by any Owner to cover the cost of such improvements that said Owner shall make to his individual unit, with the amount of insurance to be determined annually by the Owner and the Officers of the Association. Insurance coverage for each unit shall be evidenced by the issuance of a Certificate by the insurance carrier in the name of the individual Unit Owner with the proper mortgagee endorsement. Premiums shall be billed by the insurance agent directly to the Association reflecting each individual Unit Owner's premium. Said insurance policy shall provide that coverage therefor shall not be terminated for non-payment of premiums without at least thirty (30) days written notice to the Association and mortgagee. In the event that the Unit Owner fails to pay the insurance premium when due, the Association shall pay such premium in the event there is no mortgagee. If there is a mortgagee, and the mortgagee fails to pay the premium when due, the Association has the option to pay the premium or to permit that portion of the insurance to lapse. Upon the payment of the premium by the Association, to the extent thereof, the same shall constitute a special charge against the Unit Owner and payment therefor shall be enforced by the Association in the same manner that assessments are collectible under the provisions of this Declaration.

The insurance coverage shall afford, all risks of direct physical loss, within a property insurance policy to the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation.

Section 8.04: Selected by Association. All insurance required to be maintained shall be issued by companies and through agencies approved or selected by the Association and shall provide that all proceeds becoming payable shall be paid to an Insurance Trustee. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Declarant, the Association, the Unit Owners and their respective mortgagees.

Section 8.05: Held by Association. Such insurance policies shall be deposited with the Officers and/or the managing agent of the Association who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

Each insurer of any said Unit Owner interest in said unit or personal property shall be bound by the provisions of this Article and shall, to the extent that such practice is normal and customary in the insurance industry, by appropriate provision in each policy of insurance concerned, waive all rights of subrogation against the Unit Owners, the Association and its officers, managers, employees, agents and representatives.

Section 8.06: Association to Act for Unit Owner. Each Unit Owner by ownership of a unit, shall be deemed to have appointed the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the insurance coverage maintained by the Association. The Association shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to deal with the Insurance Trustee, to collect proceeds and to distribute the same to the Association, Unit Owners and respective mortgagees as their interest may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the Condominium Property as shall be necessary or convenient in dealing with any insurance purchased by the Association.

ARTICLE IX

RECONSTRUCTION, REBUILDING AND REPAIR

If any portion or all of the Common or Limited Common Areas or of any unit which is required to be covered by insurance under the provisions of this Declaration is damaged, it shall be repaired, rebuilt and restored by the Association. Any unit damaged shall be repaired, rebuilt and restored by the Association within a reasonable time after such loss, time being of the essence.

Section 9.01: Rebuilding Costs in Excess of Insurance. If the proceeds of insurance are not sufficient to defray the cost of repair, rebuilding and restoration, assessments shall be made against the owners of any damaged or destroyed units, and against all Unit Owners in case of damage to or destruction of the Common or Limited Common Area, in an amount sufficient to pay the excess cost over the amount of the insurance proceeds; and any such assessment shall constitute a special assessment under the provisions of this Declaration.

Section 9.02: In a case where the damage renders repair, reconstruction or rebuilding untenable, the Unit Owners, may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the Condominium Property shall be subject to an auction for sale as upon partition, at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all 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 shall be considered as one fund and shall be distributed to all the Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his unit have been paid, released or discharged.

Section 9.03: Procedure for Construction or Repair. Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Association deems necessary.

a. The insurance proceeds and the sums deposited with the Insurance Trustee by the Association from collections of special assessments from Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Condominium Property as the work progresses and based on certifications for work and material actually installed.

b. The Insurance Trustee may rely upon the certification of the Association as to the work and materials supplied and performed and for the amounts to be disbursed.

ARTICLE X

REAL ESTATE TAXES

Each unit and its percentage of interest in the Common Areas and Facilities shall be deemed to be a separate parcel for all purposes of taxation and assessments of real property and no other unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments. Each Unit Owner will be solely responsible for his individual unit tax bills.

ARTICLE XI

REMEDIES

Section 11.01: Right of Entry. Each unit shall be subject to the right of access for the purpose of maintenance, repair, or service of any Common Area and Facilities located within its boundaries or if any portion of the unit itself by persons authorized by the Board of Trustees of the Association. No maintenance, repair or service of any portion of a unit shall be authorized, however, unless it is necessary in the opinion of the Board of Trustees for public safety or in order to prevent damage to or destruction of any other part of the Condominium Property.

Section 11.02: Civil Action. The Declarant, Developer, agent, Unit Owner or any person entitled to occupy a unit is liable in a civil action for damages caused to any person by his failure to comply with any lawful provision of this Declaration, By-Laws and Articles of Incorporation of the Association. Any interested person may commence an action for a declaratory judgment to determine his legal relations under the Condominium instruments or to obtain an injunction against the Declarant, Developer, agent, Unit Owner, or person entitled to occupy a unit who refuses to comply, or threatens to refuse to comply, with a provision of the instruments. One or more of all Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of the Condominium instruments may, if necessary to carry out their purposes, be enforced against the Condominium Property or any person who owns or has previously owned any interest in the Condominium Property. An action by the Association may be commenced by the Association in its own name, or in the name of the Trustees, or in the name of its managing agent,

ARTICLE XII

EASEMENTS, CONDITIONS AND RESTRICTIONS

Section 12.01: Easements. The Condominium Property is hereby made subject to the following easements, each of which shall be perpetual, shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee, and any other person having an interest in the Condominium Property, or any part thereof, and their respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons.

Section 12.02: Easement for Encroachment. Each building, all utility lines, and all other improvements as originally constructed shall have an easement to encroach upon any unit and upon any deviations in construction from the condominium plans contained in this Declaration, as a result of the location of buildings, utility lines and/or the Common Area, or as a result of building or improvement, movement or alteration or additions from time to time, providing that such alterations or additions have complied with the requirements of this Declaration.

Section 12.03: Reconstruction Easements. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding of any of the buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities shall encroach upon any part of a unit, or any part of a unit shall

encroach upon any part of any other unit, or if by reason of the design or construction or rebuilding of the utilities systems comprised within the Condominium Property any pipes, ducts or conduits serving a unit shall encroach upon any other unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established,

Section 12.04: Maintenance Easements. Easements in favor of the Declarant and/or the Association over the units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easements in favor of each Unit Owner over the Common Areas and Facilities for access to his unit.

a. Easements in favor of each Unit Owner to and throughout the Common Areas and Facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing.

b. Each Owner shall have an easement for ingress and egress, both vehicular and pedestrian, over the Common Areas and Facilities to the public streets.

Section 12.05: Utility Easements. 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 pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the units. Easements in favor of Declarant are reserved over the Common Areas and Facilities for the benefit of the additional property to install, use, maintain, repair and replace pipes, wires, conduits or other utility lines for the purpose of providing water, storm and sanitary sewer, gas, electric, telephone and television services.

Section 12.06: Future Easements. Declarant hereby reserves to itself, or may grant to the Association or to others on behalf of the Condominium Property for utility purposes, including but not limited to, the right and easement to install, lay, maintain, repair and replace water mains, pipes, sewer lines, gas mains, telephone wires and equipment and television electrical conduits and wire over, under and along any portion of the Common Areas and Facilities provided that it shall be a condition precedent to the use and enjoyment of any such easement that the Owner or Owners of land benefited thereby shall, at their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements.

Section 12.07: Subject to Easements. Each grantee of a unit and each mortgagee in whose favor a mortgage with respect to any unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as those such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage of reference to such easements.

ARTICLE XIII

COMMON EXPENSES AND ASSESSMENTS

Section 13.01: Division of Common Profits and Expenses. In accordance with O.R.C. 5311.21, the Common Profits of the Condominium Property shall be distributed among, and the Common Expense shall be assessed against, the Unit Owners by the Association according to the percentage of interest in the Common Areas and Facilities of their respective units, which herein has been determined to be equal among all units. Every Unit Owner shall pay his proportionate share of assessments for Common Expenses and any special assessments levied against him, and no Unit Owner shall exempt himself from liability for such assessments by waiver of the use of enjoyment of any of the Common Areas and Facilities or by the abandonment of his unit.

Section 13.02: Liability for Assessments Upon Voluntary Conveyance. The grantee shall assume, and agree to pay all unpaid assessments and charges levied by the Association against grantor, and his unit share of Common Expenses up to the time of the conveyance without prejudice to grantee's right to recover from grantor the amounts paid by grantee therefor. A deed in lieu of foreclosure shall not be considered a voluntary conveyance.

a. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of all unpaid assessments and charges against grantor due the Association, which statement shall be binding upon the Association as to the total liability due from said grantor and his unit, as of the date of said statement.

b. Any Unit Owner who believes that the portion of the Common Expenses chargeable to his unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his unit may commence an action for the discharge of the lien in the Court of Common Pleas of Montgomery County, Ohio. In the action, if the Common Expenses have been improperly charged to the Owner or his unit, the court shall make such Order as is just, which may provide for a discharge of record of all or a portion of the lien.

ARTICLE XIV

LIEN OF ASSOCIATION

The Declarant at the time of filing of this Declaration and each Unit Owner commencing from the date of the transfer to him of his unit, covenant and agree to pay to the Association the Common Assessments that are levied to pay for the Common Expenses for the Condominium Property. Such Common Expenses will include the insurance premiums to be initially paid by the Association; the cost of maintenance, repair or replacement of the Common Areas and Facilities, the cost of maintenance, repair or replacement of the parking lots, landscaping, sidewalk and other exterior facilities, cleaning, ice and snow removal from the sidewalks and parking lot and such other services as are necessary or convenient for the proper maintenance of the Condominium Property in a first class condition and as approved by the Association membership.

Section 14.01: Additional Assessments. The Association from time to time and in accordance with the provisions of this Declaration and the By-Laws may levy special assessments for capital improvements, the cost of any construction or reconstruction, unexpected repair or replacement and special individual assessments for expenses or charges which are attributed to individual Unit Owners by the Association.

Section 14.02: Failure to Pay Assessments or Charges. Such assessments, together with interest thereon, costs and reasonable attorney fees shall be a lien upon the unit(s) in favor of the Association to the extent that said assessments are not paid.

a. In accordance with the provisions of O.R.C. 5311.18 said liens shall be perfected when any of said assessments or charges have become due and payable and from the time a certificate therefor is filed with the Recorder of Montgomery County, Ohio, pursuant to the authorization given by the Officers of the Association. Such certificate shall contain a description of the unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President of the Association. The liens shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinabove provided.

b. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his unit during

the period he has an ownership interest therein, and any assessment not paid within ten (10) days after the same shall become due, the entire amount of the unpaid balance shall be immediately payable in full with interest at the maximum amount allowed by law until such time as the same has been paid in full, and the Association may bring an action at law against the Owner, personally obligated to pay the same or foreclose the lien against the property. Interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment.

c. The lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and lien of a bona fide first mortgage that has been filed for record.

d. In any foreclosure action, the Owner or Owners of the unit affected shall be required to pay a reasonable rental for unit during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association is entitled to become a purchaser at the foreclosure sale.

e. When the mortgagee of a first mortgage of record of other purchaser of a unit acquires title to the unit as a result of foreclosure of the first mortgage, or as a result of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Assessments of other assessments chargeable to such unit which become due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common assessments shall be deemed to be a Common Expense collectible from all of the units, including that of such acquirer, his successors or assigns.

ARTICLE XV

RESTRICTIONS AS TO USE AND OCCUPANCY

Each unit shall be used and occupied for business and professional office purposes by the Owner or his tenant, including such uses incident to such business and shall not be used for any other purposes. Each Owner, his tenant or any other occupant of the unit shall respect the comfort and peace of mind of his neighbors and other occupants of the Condominium Property. Each Owner shall not do, or permit to be done, or keep in the unit, anything which will increase the rate of insurance for the Condominium Property nor will any Owner do or suffer to be done any act or thing which shall be a nuisance, annoyance, inconvenience, or damage to the unit or any occupants of the Condominium Property.

Section 15.01: Prohibited Uses. The units will be used for office type uses as opposed to commercial uses involving the sale of goods and merchandise to the general public at retail prices; the units will not be used for residential uses, for the sale or dispensing of alcoholic beverages, as a beauty shop, barber shop or for wholesale or retail distribution which involves the receiving, storage and distributing a product from the unit.

Section 15.02: Parking. Business uses that generate a large volume of traffic should be discouraged, there being some 160 parking spaces for the Condominium Property as expanded. The Association may assign a designated number of parking spaces for each unit and has the right to enforce such parking restrictions, rules and regulations that are made.

Section 15.03: Parking Lot. Vehicles of any kind will not be stored on the parking lot or on the Common Areas and Facilities. The term "stored" means that the vehicle remains in the parking lot more than 72 hours.

Section 15.04: Obstructions. There shall be no obstruction of, nor shall anything be stored in the Common Area and Facilities, including the Limited Common Areas and Facilities.

Section 15.05: Conduct of Business. All business uses will be conducted within the confines of the unit and the Common Area and Facilities will not be used for display or sale of any merchandise or services.

Section 15.06: Additional Structures. No additional or accessory structures of any nature whatsoever shall be erected or constructed upon the Common Area and Facilities, including the Limited Common Area and Facilities except as originally designated or contemplated by the Declarant unless approved in advance by the Association.

Section 15.07: Hazardous Uses and Waste. Nothing shall be done or kept in any unit or in the Common Areas and Facilities or Limited Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities or Limited Common Areas and Facilities or contents thereof without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the Common Areas and Facilities or Limited Common Areas and Facilities which will result in the cancellation of insurance on the Common Areas and Facilities, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities or Limited Common Areas and Facilities.

Section 15.08: Exterior Surfaces of Building. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or any of the buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part of any of the buildings without prior consent of the Association.

Section 15.09: Animals and Pets. No animals, rabbits, live-stock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the Common Areas and Facilities or Limited Common Areas and Facilities.

Section 15.10: Trash and Storage. All trash, rubbish, garbage and other materials being thrown away or disposed of by Unit Owners, their guests, tenants, or invitees must be placed in private trash containers which shall be supplied by or through the Owner of each unit. All such trash, rubbish, garbage and other materials and the method of their collection from the private trash containers, together with various other matter such as type and size of the private trash containers and whether such trash containers may be located outside of a unit on days other than collection day, shall be subject to the rules and regulations adopted by the Association. The Association shall have control over all aspects of the method and manner by which trash, rubbish, garbage and other materials are to be removed from the premises, and shall have control of the selection of the organization, agent or independent contractor to be responsible for the collection and removal. The outdoor placement or storage, other than by the Association itself, in any portion of the Common or Limited Common Areas and Facilities shall be prohibited.

Section 15.11: Nuisances. No noxious or offensive activity shall be carried on in any unit or the Common Areas and Facilities or Limited Common Areas and Facilities nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to any of the Unit Owners or occupants.

Section 15.12: Impairment of Structural Integrity of Building. Nothing shall be done in any unit or in, on or to the Common Areas and Facilities or Limited Common Areas and Facilities which would impair the structural integrity or would structurally change any of the buildings.

Section 15.13: Signs. No signs or other displays of advertising be maintained or permitted on any part of the Condominium except:

- a. Business signs as approved by the Association.

b. The right is reserved by Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied units,

c. The right is hereby given to the Unit Owners or its representatives to place "For Sale" or "For Rent" signs of not more than five (5) square feet in size on any unit for the purpose of facilitating the disposal of units by any Owner.

Section 15.14: Alteration of Common Areas and Facilities. Nothing shall be altered, constructed in, removed from or added to the Common Areas and Facilities, except as provided for herein, without the prior written consent of the Association.

Section 15.15: Fencing. No fencing or wall shall be permitted on the Common or Limited Common Areas with the exception of those installed by the Declarant unless first approved by the Association.

Section 15.16: Architectural Control. No building or other structure shall be commenced, constructed or maintained upon the Condominium Property, nor shall any exterior addition to or change or alteration therein be made, except by the Declarant, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Association. Nothing in this Article shall be deemed to authorize any construction on, addition to, or change in the Condominium Property, which would be prohibited by the provisions of this Declaration.

Section 15.17: Declarant. Notwithstanding the above, the Declarant may do what is reasonably necessary to complete the additional buildings on the Additional Property, including the storage of construction materials, a construction office on location, and what is reasonably necessary to promote and sell the units constructed.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 16.01: Covenants Running with the Land. All of the language, statements, words, paragraphs, sections and articles of this Declaration shall be deemed to constitute covenants, conditions, restrictions and easements, as the case may be; and all of said covenants, conditions, restrictions and easements shall run with and bind the land and shall be binding up and inure to the benefit of any part and all of said land and all present and future parties having any right, title or interest in or to all or part of said land and their respective heirs, executors, administrators, successors and assigns forever.

Section 16.02: Until such time as a meeting of the Association at which Officers are elected has been held, Declarant shall exercise the power to determine the amount of, and to levy special assessments and general assessments for Common Expense as are reasonably necessary to maintain the Condominium Property.

Section 16.03: Notice of Mortgages. Any Unit Owner who mortgages their ownership of interest therein, shall notify the Association in such manner as the Association may direct, of the name of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other change in the mortgagee of the unit.

Section 16.04: Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same shall not impair, affect in any manner the validity, forcibility or effect of the rest of the Declaration.

Section 16.05: Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated, waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

Section 16.06: Liability. Neither Declarant, nor any subsidiary of Declarant, nor any employees, agents, successors or assigns of Declarant or any such subsidiary shall be liable for any actions performed or delegated to them or any of them by or pursuant to this Declaration.

Section 16.07: Enforcement of Provisions. In addition to any other remedies provided in this Declaration, the Association, Declarant, or any Owner or Owners shall have the right to enforce, by any proceedings at law or in equity, all restrictions, covenants, conditions, easements, reservations, liens and charges now or hereinafter imposed by or through the provisions of this Declaration, the Association Articles of Incorporation, By-Laws or any rules or regulations promulgated by the Association, or as provided by the O.R.C. 5311.19.

Section 16.08: Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the establishment of and the operation of a first class condominium development. The provisions of the Declaration are made under the authorization of O.R.C. Chapter 5311. In case of any conflict between O.R.C. Chapter 5311 and the Declaration, the Declaration shall control. In case of any conflict between the Declaration and the By-Laws, the Declaration shall control. Nothing herein shall be construed to omit any of the rights, powers and authorities granted by the provisions of O.R.C. Chapter 5311.

Section 16.09: Amendment of Declaration. This Declaration may be amended from time to time by an affirmative vote of not less than seventy-five (75%) percent of the full voting power of the Unit Owners in terms of said Unit Owners' percentage of interest in the Common Areas and Facilities as defined in O.R.C. 5311.01, et seq., including 5311.05(B) (9).

IN WITNESS WHEREOF, William P. Barlow, Jr. C. Allen Graybill, and Stonyridge Realty, Inc., as general partners of Plaza Const. Co., an Ohio general partnership, which partnership is the owner in fee simple of the land and appurtenances herein described, have hereunto set their hands this 10th day of November, 1978.

Signed in the presence of:

Bryon F. [Signature]

John Mary [Signature]

to
all.

PLAZA CONST. CO.

By William P. Barlow, Jr.
William P. Barlow, Jr.
General Partner

By C. Allen Graybill, Jr.
C. Allen Graybill, Jr.
General Partner

By Stonyridge Realty, Inc.
Stonyridge Realty, Inc.
General Partner

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a notary public in and for said county and state, personally appeared the above named PLAZA CONST. CO., an Ohio general partnership, by William P. Barlow, Jr., C. Allen Graybill, Jr. and Stonyridge Realty, Inc., being all of the general partners and being duly authorized in the premises, who acknowledged that the same is their

free act and deed and is the free act and deed of said general partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dayton, Ohio, this 10th day of November, 1978.




Notary Public

BENJAMIN F. ALLBERY, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

This instrument was prepared by: Allbery & Roberts, Attorneys at Law,
1200 American Building, Dayton, Ohio

EXHIBITS TO DECLARATION

EXHIBIT A	Description of total land to be submitted by these Condominium Documents
EXHIBIT B	Description of land submitted by this Condominium Documents
EXHIBIT C	Description of Additional Land that may be added to this Plan
EXHIBIT D	Description of Additional Land that may be added to this Plan
EXHIBIT E	Elevation drawing of Building Number 1
EXHIBIT F	Building 1, lower level floor plan Builder 1, upper level floor plan
EXHIBIT G	Condominium Record Plan
EXHIBIT H	By-Laws of Windsor Square Condominium Association
EXHIBIT I	Submission of Mortgagee

DESCRIPTION OF A 2,988 ACRE TR.

Situate in the Township of Washington, County of Montgomery, State of Ohio being part of Section 31, Town 2, Range 6 M.R.S., more particularly described as follows:

Beginning at an iron pin on the east line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-338D06;

thence South $5^{\circ}-14'-40''$ East, along the west line of said Welsh lands, a distance of 247.56 feet to an iron pin on the north right-of-way line of Windsor Park Drive;

thence in a westerly direction along said North right-of-way line of Windsor Park Drive on a curve to the right having a radius of 470.00 feet, an interior angle of $8^{\circ}-29'-09''$, for an arc distance of 69.61 feet to an iron pin;

thence North $86^{\circ}-45'-30''$ West, along said North right-of-way line of Windsor Park Drive, a distance of 454.78 feet to an iron pin;

thence in a northwesterly direction on a curve to the right, having a radius of 15.00 feet, an interior angle of $90^{\circ}-00'-00''$, for an arc distance of 23.56 feet to an iron pin on the east right-of-way line of Congress Park Drive;

thence North $3^{\circ}-14'-30''$ East, along said east right-of-way line of Congress Park Drive, a distance of 235.00 feet to the PLACE OF BEGINNING.

-78 694B11 -

EXHIBIT B

DESCRIPTION OF A 2,580 ACRE TRACT

Situate in the Township of Washington, County of Montgomery, State of Ohio being part of Section 31, Town 2, Range 6 M.R.S., more particularly described as follows:

Beginning at an iron pin on the east line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-338D06;

thence South $5^{\circ}-14'-40''$ East, along the west line of said Welsh lands, a distance of 247.56 feet to an iron pin on the north right-of-way line of Windsor Park Drive;

thence in a westerly direction along said North right-of-way line of Windsor Park Drive on a curve to the right having a radius of 470.00 feet, an interior angle of $8^{\circ}-29'-09''$, for an arc distance of 69.61 feet to an iron pin;

thence North $86^{\circ}-45'-30''$ West, along said North right-of-way line of Windsor Park Drive, a distance of 454.78 feet to an iron pin;

thence in a northwesterly direction on a curve to the right, having a radius of 15.00 feet, an interior angle of $90^{\circ}-00'-00''$, for an arc distance of 23.56 feet to an iron pin on the east right-of-way line of Congress Park Drive;

thence North $3^{\circ}-14'-30''$ East, along said east right-of-way line of Congress Park Drive, a distance of 235.00 feet to the PLACE OF BEGINNING.

2
12
4B
69
69
82

EXHIBIT C

PARCEL NO. 1

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 427.50 feet to a point;

thence South $3^{\circ}-14'-30''$ West, a distance of 21.30 feet to the TRUE PLACE OF BEGINNING;

thence South $3^{\circ}-14'-30''$ West, a distance of 56.40 feet to a point;

thence North $86^{\circ}-45'-30''$ West, a distance of 157.20 feet to a point;

thence North $3^{\circ}-14'-30''$ East, a distance of 56.40 feet to a point;

thence South $86^{\circ}-45'-30''$ East, a distance of 157.20 feet to the TRUE PLACE OF BEGINNING.

Containing 0.204 Acres.

PARCEL NO. 2

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin being located at the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin; said iron pin being at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-339D06;

thence South $5^{\circ}-14'-40''$ East, along the west line of said

-78 694C01-

EXHIBIT D

Welsh lands, a distance of 41.90 feet to a point;

thence North $84^{\circ}-45'-20''$ West, a distance of 20.10 feet to the
TRUE PLACE OF BEGINNING.

thence South $5^{\circ}-14'-40''$ East, a distance of 157.20 feet to a
point;

thence South $84^{\circ}-45'-20''$ East, a distance of 56.40 feet to a
point;

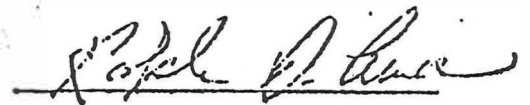
thence North $5^{\circ}-14'-40''$ West, a distance of 157.20 feet to a
point;

thence North $84^{\circ}-45'-20''$ West, a distance of 56.40 feet to the
TRUE PLACE OF BEGINNING.

Containing 0.204 acres. Subject to all legal highways,
easements and restrictions of record.

The net area herein described contains 2.580 acres. Prior
deed reference MF 76-270D03.

BY



Ralph D. Amos
Registered Surveyor
Ohio License 5787

Miami Engineering Company
303 Paine Road PO Box 261
West Carrollton, Ohio 45449

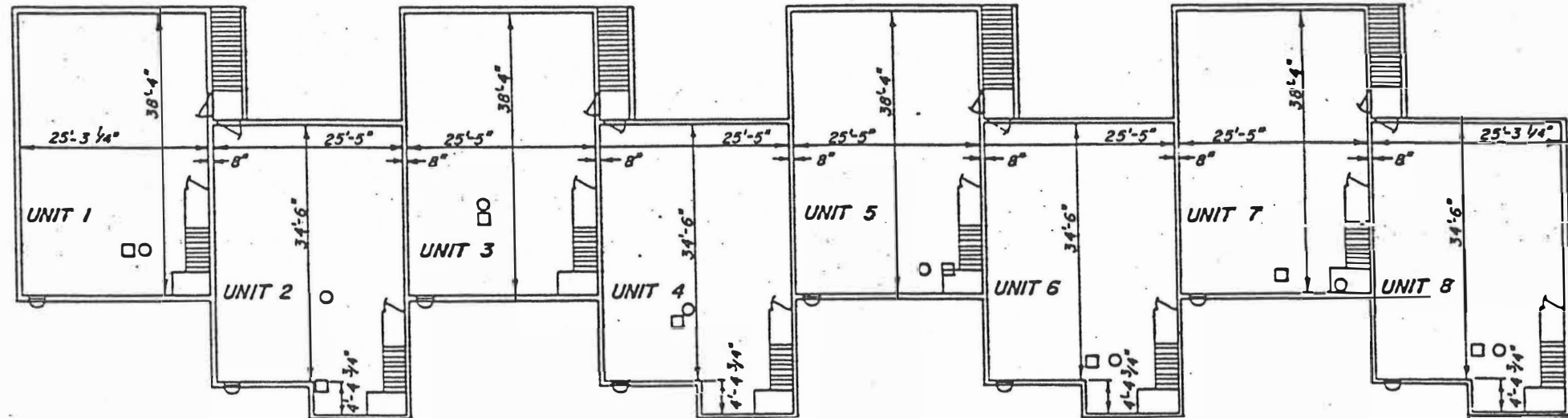
November 14, 1978



-78 694C02 -

□..... Indicates Furnace & Air-Conditioner Call

○..... Indicates Hot Water Heater



BASEMENT FLOOR
UNIT LAYOUT

Scale in Feet
0' 5' 10' 15' 20'

The undersigned certifies that this drawing accurately shows the building and units therein as actually constructed.

Charles E. Read
Charles E. Read
Registered Engineer
Ohio License No. 20688

Ralph D. Amos
Ralph D. Amos
Registered Surveyor
Ohio License No. 5787



78 694C04

AMENDMENT TO WINDSOR
SQUARE CONDOMINIUM

VICKI D. PEGG
RECORDER

9⁰⁰
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MAY 15 11 44 AM '79

This Agreement is made this 15 day of ~~May~~ ^{May}, 1979, for the purpose of amending the Declaration of Condominium Windsor Square that is dated November 10, 1978, and filed of record on December 6, 1978, and recorded in Deed Record 78-694A01 et seq of the Deed Records of Montgomery County, Ohio.

The purpose of this Amendment is to correct Exhibits B, C, and D attached to the original Declaration. The Declarant still being the owner of the Condominium Property it is, therefore, agreed:

1. Exhibit B recorded at Deed Record 78-694B12 is deleted and in its place is substituted Exhibit B attached hereto being a description of 2.580 acres which is 2.988 acres excepting a parcel of 0.201 acres and 0.201 acres.

2. Exhibits C and D recorded on Deed Record 78-694C01 and 78-694C02 are deleted and in their place is substituted Exhibit C being a 0.201 acre parcel and Exhibit D, also a 0.201 acre parcel.

3. The balance of the Declaration and the attached Exhibits are hereby ratified and affirmed.

IN WITNESS WHEREOF, WILLIAM P. BARLOW, JR., C. ALLEN GRAYBILL, JR. and STONYRIDGE REALTY, INC., as general partners of PLAZA CONST. CO., an Ohio general partnership, which partnership is the owner in fee simple of the land and appurtenances herein described, have hereunto set their hands this 15 day of May, 1979.

SIGNED IN THE PRESENCE OF:

PLAZA CONST. CO.

Philip L. Wagner

By William P. Barlow Jr.
WILLIAM P. BARLOW, JR.,
General Partner

Catherine R. Brown

By C. Allen Graybill Jr.
C. ALLEN GRAYBILL, JR.,
General Partner

MAY 15 1979

By Anthony J. Hartman, Anna-C.
STONYRIDGE REALTY, INC.,
General Partner

NO TRANSFER NEEDED
ROBERT L. RODERER
COUNTY AUDITOR

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a notary public in and for said county and state, personally appeared the above named PLAZA CONST. CO., an Ohio general partnership, by WILLIAM P. BARLOW, JR., C. ALLEN GRAYBILL, JR. and STONYRIDGE REALTY, INC., being all of the general partners and being duly authorized in the premises, who acknowledged that the same is their free act and deed and is the free act and deed of said general partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dayton, Ohio, this 15 day of May, 1979.

Catherine R. Brown
NOTARY PUBLIC

This instrument prepared by:
Benjamin F. Allbery, Attorney
1200 American Building
Dayton, Ohio 45402

CATHERINE R. BROWN, Notary Public
In and for Montgomery County, Ohio
My Commission Expires March 25, 1980



79-232D07

DESCRIPTION OF A 2.586 ACRE TRACT

Situate in the Township of Washington, County of Montgomery, State of Ohio being part of Section 31, Town 2, Range 6 M.R.S., more particularly described as follows:

Beginning at an iron pin on the east line of Congress Park Drive said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-338D06;

thence South $5^{\circ}-14'-40''$ East, along the west line of said Welsh lands, a distance of 247.56 feet to an iron pin on the north right-of-way line of Windsor Park Drive;

thence in a westerly direction along said North right-of-way line of Windsor Park Drive on a curve to the right having a radius of 470.00 feet, an interior angle of $8^{\circ}-29'-09''$, for an arc distance of 69.61 feet to an iron pin;

thence North $86^{\circ}-45'-30''$ West, along said North right-of-way line of Windsor Park Drive, a distance of 454.78 feet, to an iron pin;

thence in a northwesterly direction on a curve to the right, having a radius of 15.00 feet, an interior angle of $90^{\circ}-00'-00''$, for an arc distance of 23.56 feet to an iron pin on the east right-of-way line of Congress Park Drive;

thence North $3^{\circ}-14'-30''$ East, along said east right-of-way line of Congress Park Drive, a distance of 235.00 feet to the PLACE OF BEGINNING.

Containing 2.988 Acres. Excepting from the above described tract the following two parcels:

- 79-232D08 -

PARCEL NO. 1

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 427.05 feet to a point;

thence South $3^{\circ}-14'-30''$ West, a distance of 21.30 feet to the TRUE PLACE OF BEGINNING;

thence South $3^{\circ}-14'-30''$ West, a distance of 55.67 feet to a point;

thence North $86^{\circ}-45'-30''$ West, a distance of 157.21 feet to a point;

thence North $3^{\circ}-14'-30''$ East, a distance of 55.67 feet to a point;

thence South $86^{\circ}-45'-30''$ East, a distance of 157.21 feet to the TRUE PLACE OF BEGINNING.

Containing 0.201 Acres.

PARCEL NO. 2

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin being located at the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin; said iron pin being at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-338D06;

thence South $5^{\circ}-14'-40''$ East, along the west line of said

79-232D09

Welsh lands, a distance of 41.90 feet to a point;

thence North $84^{\circ}-45'-20''$ West, a distance of 20.10 feet
to the TRUE PLACE OF BEGINNING.

thence South $5^{\circ}-14'-40''$ East, a distance of 157.21 feet
to a point;

thence South $84^{\circ}-45'-20''$ East, a distance of 55.67 feet to a
point;

thence North $5^{\circ}-14'-40''$ West, a distance 157.21 feet to a
point;

thence North $84^{\circ}-45'-20''$ West, a distance of 55.67 feet to the
TRUE PLACE OF BEGINNING.

Containing 0.201 Acres. Subject to all legal highways,
easements and restrictions of record.

The net area herein described contains 2.586 Acres.
Prior deed reference MF 76-270D03.

BY Gerald J. Brown
Gerald J. Brown
Registered Surveyor
Ohio License 6508

July 28, 1978

Miami Engineering Company
303 Fame Road P.O. Box 261
West Carrollton, Ohio 45449



- 79 - 232D10 -

EXHIBIT C

PARCEL NO. 1

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South 86°-45'-30" East, along the south line of said Storage Center lands, a distance of 427.05 feet to a point;

thence South 3°-14'-30" West, a distance of 21.30 feet to the TRUE PLACE OF BEGINNING;

thence South 3°-14'-30" West, a distance of 55.67 feet to a point;

thence North 86°-45'-30" West, a distance of 157.21 feet to a point;

thence North 3°-14'-30" East, a distance of 55.67 feet to a point;

thence South 86°-45'-30" East, a distance of 157.21 feet to the TRUE PLACE OF BEGINNING.

Containing 0.201 Acres.

15891

20477

AMENDMENT TO WINDSOR
SQUARE CONDOMINIUM

VICKI D. PEGG
RECORDER

SEP 17 1 55 PM '80

2050

259
308

This Agreement is made this 27th day of August 1979, for the purpose of amending the Declaration of Condominium of Windsor Square dated November 10, 1978, and filed of record on December 6, 1978, and recorded in Deed Record 78-694A01, et seq, of the Deed Records of Montgomery County, Ohio.

MONTGOMERY CO., OHIO
RECORDED

ReRecord

WHEREAS, in Article III of the original Declaration, the Declarant reserved the right and option to expand the Condominium by the addition of TWO (2) additional buildings, each containing SIX (6) units to expand the Condominium to a total of TWENTY (20) Units.

NOW, THEREFORE, this Amendment is made to accomplish said expansion:

1. DECLARATION. The Declarant hereby submits the real property and improvements described in Exhibits C and D hereto and made part hereof to the provisions of Chapter 5311 of the Revised Code of Ohio and subject to the provisions of the Declaration of Condominium for Windsor Square Condominium filed with the Recorder of Montgomery County on December 6, 1978, and recorded in Deed Record 78-694A01 of the Deed Records of Montgomery County, Ohio. Said Exhibits C and D being the same exhibits so designated in the Amendment to Windsor Square Condominium dated May 15, 1979, and filed for record May 15, 1979, and recorded in Deed Record 79-232D07 in the Office of the Recorder of Montgomery County, Ohio. The result of the Amendment is that all of the land described in Exhibit A hereto and being the same exhibit to the original Declaration is now a part of Windsor Square Condominium.

2. GENERAL DESCRIPTION OF BUILDINGS ADDED. There is one building located on the real estate described in Exhibit C, being a SIX (6) unit building and similarly there is ONE (1) building located on the real estate described in Exhibit D also being a six (6) unit building. The buildings are of similar construction as the existing building being one story structures over a full basement.

3. DESCRIPTION OF UNITS. The TWELVE (12) units being added are similar to the existing units except that for the purpose of this Amendment of the submission of said units, there are no interior partitions or plumbing fixtures, the same to be added by a purchaser of the unit or by the Declarant under the specifications of a contract for that purpose. The units being added in Building 2 are numbered 9 through 14 and in Building 3 are numbered 15 through 20.

4. COMMON AREAS AND FACILITIES. The entire land and improvements thereon not included within a unit shall be Common Areas and Facilities, and all owners of units shall have ownership therein as tenants in Common.

5. LIMITED COMMON AREAS AND FACILITIES. The Limited Common Areas and Facilities for each unit are as described in the original Declaration with the exception that there is a sunken patio to the side of Unit 20, which is Limited Common Area to that unit.

6. PERCENTAGE OF INTEREST. The percentage of interest of the units added as the original units are each a par value of FIVE (5) points, each unit having an equal value with a total of 100 points for the TWENTY (20) units now a part of the Condominium Property.

Note: This amendment is being re-recorded to include Exhibits C and D which were omitted from the original recording.

VICKI D. PEGG
RECORDER

FEE 73% B

OCT 10 2 48 PM '79

MONTGOMERY CO., OHIO
RECORDED

TRANSFERRER
ROBERT L. ROBERTS
COUNTY RECORDER

29 540D03 62

80 538A01

7. INCORPORATION OF DECLARATION. The entire Declaration and exhibits thereto recorded in Deed Record 78-694A01 through 78-694D08 inclusive and the Amendment recorded in Deed Record 79-232D07 through 79-232D12, inclusive, both as recorded in the Office of the Recorder of Montgomery County, Ohio, are incorporated herein by reference as if fully rewritten herein and shall have full application and effect on the property herein described except and save those modifications contained herein as are necessary to integrate the additional land and improvements into the Condominium Plat of Windsor Square Condominium. This completes the expansion as contemplated by the original Declaration and the rights of the Declarant to add additional units by amendment without the consent of the Unit Owners.

8. EFFECTIVE DATE. The property herein described shall be deemed to have been submitted to the Ohio Condominium Act when this Amendment and the attached exhibits have been recorded in the Office of the Recorder of Montgomery County, Ohio.

IN WITNESS WHEREOF, the Declarant, PLAZA CONST. CO., an Ohio Partnership, as permitted and provided by the original Declaration, does hereby set its hand this 29 day of August, 1979.

IN WITNESS WHEREOF

PLAZA CONST. CO., an Ohio Partnership

Eldon P. Burke

By William P. Barlow Jr.
WILLIAM P. BARLOW, JR., Partner

Catherine R. Brown

By C. Allen Graybill Jr.
C. ALLEN GRAYBILL, JR., Partner

STONYRIDGE REALTY, INC., Partner

By James B. Gastineau
JAMES B. GASTINEAU, President

BEING ALL OF THE PARTNERS

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a notary public in and for said county and state, personally appeared the above named PLAZA CONST. CO., an Ohio general partnership, by WILLIAM P. BARLOW, JR., C. ALLEN GRAYBILL, JR. and STONYRIDGE REALTY, INC., by JAMES B. GASTINEAU, its President, being all of the general partners and being duly authorized in the premises, who acknowledged that the same is their free act and deed and is the free act and deed of said general partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29 day of August, 1979.



This instrument prepared by:
Benjamin F. Allbery, Attorney
1200 American Building
Dayton, Ohio 45402

Catherine R. Brown
NOTARY PUBLIC

CATHERINE R. BROWN, Notary Public
In and for Montgomery County, Ohio
My Commission Expires March 25, 1980

9-17-80

Date

I hereby certify that said partnership was registered in the Records Office on 5-17-79, Vicki D. Pegg, Recorder

Date
By Judy Boyd
Deputy

EXHIBITS TO AMENDMENT

EXHIBIT A	Description of land under the Plan of Condominium Ownership
EXHIBIT B	There is no exhibit B
EXHIBIT C	Land added to the Plan, Building 2
EXHIBIT D	Land added to the Plan, Building 3
EXHIBIT E	Upper floor - unit layout Units 9 thru 14
EXHIBIT F	Basement floor - unit layout, Units 9 thru 14
EXHIBIT G	Upper floor Unit layout - Units 15 thru 20
EXHIBIT H	Basement floor Unit layout - Units 15 thru 20
EXHIBIT I	Elevation Drawing, Building 2
EXHIBIT J	Elevation drawing, Building 3
EXHIBIT K	Windsor Square Record Plan
EXHIBIT L	Consent of Mortgagee

DESCRIPTION OF A 2,580 ACRE TRACT

Situate in the Township of Washington, County of Montgomery, State of Ohio being part of Section 31, Town 2, Range 6 M.R.S., more particularly described as follows:

Beginning at an iron pin on the east line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-338D06;

thence South $5^{\circ}-14'-40''$ East, along the west line of said Welsh lands, a distance of 247.56 feet to an iron pin on the north right-of-way line of Windsor Park Drive;

thence in a westerly direction along said North right-of-way line of Windsor Park Drive on a curve to the right having a radius of 470.00 feet, an interior angle of $8^{\circ}-29'-09''$, for an arc distance of 69.61 feet to an iron pin;

thence North $86^{\circ}-45'-30''$ West, along said North right-of-way line of Windsor Park Drive, a distance of 454.78 feet to an iron pin;

thence in a northwesterly direction on a curve to the right, having a radius of 15.00 feet, an interior angle of $90^{\circ}-00'-00''$, for an arc distance of 23.56 feet to an iron pin on the east right-of-way line of Congress Park Drive;

thence North $3^{\circ}-14'-30''$ East, along said east right-of-way line of Congress Park Drive, a distance of 235.00 feet to the PLACE OF BEGINNING.

Containing 2.988 Acres. Excepting from the above described tract the following two parcels;

- 80 398A04 -

PARCEL NO. 1

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South 86°-45'-30" East, along the south line of said Storage Center lands, a distance of 427.50 feet to a point;

thence South 3°-14'-30" West, a distance of 21.30 feet to the TRUE PLACE OF BEGINNING;

thence South 3°-14'-30" West, a distance of 56.40 feet to a point;

thence North 86°-45'-30" West, a distance of 157.20 feet to a point;

thence North 3°-14'-30" East, a distance of 56.40 feet to a point;

thence South 86°-45'-30" East, a distance of 157.20 feet to the TRUE PLACE OF BEGINNING.

Containing 0.2035 Acres.

PARCEL NO. 2

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin being located at the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South 86°-45'-30" East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin; said iron pin being at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-338D06;

thence South 5°-14'-40" East, along the west line of said

- 80 398A05 -

Welsh lands, a distance of 41.90 feet to a point;

thence North $84^{\circ}-45'-20''$ West, a distance of 20.10 feet
to the TRUE PLACE OF BEGINNING.

thence South $5^{\circ}-14'-40''$ East, a distance of 157.20 feet
to a point;

thence South $84^{\circ}-45'-20''$ East, a distance of 16.00 feet
to a point;

thence South $5^{\circ}-14'-40''$ East, a distance of 24.00 feet
to a point;

thence South $84^{\circ}-45'-20''$ East, a distance of 40.40 feet
to a point;

thence North $5^{\circ}-14'-40''$ West, a distance of 7.35 feet
to a point;

thence South $84^{\circ}-45'-20''$ East, a distance of 10.40 feet
to a point;

thence North $5^{\circ}-14'-40''$ West, a distance of 5.00 feet
to a point;

thence North $84^{\circ}-45'-20''$ West, a distance of 10.40 feet
to a point;

thence North $5^{\circ}-14'-40''$ West, a distance of 168.85 feet
to a point;

thence North $84^{\circ}-45'-20''$ West, a distance of 56.40 feet
to the TRUE PLACE OF BEGINNING.

Containing 0.2270 Acres. Subject to all legal highways,
easements and restrictions of record.

- 80 398A06 -

The net area herein described contains 0.4305 acres.

Prior deed reference MF 76-270D03.

BY *Gerald J. Brown*
Gerald J. Brown
Registered Surveyor
Ohio License 6508

Miami Engineering Company
303 Fame Road P.O. Box 261
West Carrollton, Ohio 45449

October 5, 1979



- 80 398A07 -

EXHIBIT C

PARCEL NO. 1

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin also being the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 427.05 feet to a point;

thence South $3^{\circ}-14'-30''$ West, a distance of 21.30 feet to the TRUE PLACE OF BEGINNING;

thence South $3^{\circ}-14'-30''$ West, a distance of 55.67 feet to a point;

thence North $86^{\circ}-45'-30''$ West, a distance of 157.21 feet to a point;

thence North $3^{\circ}-14'-30''$ East, a distance of 55.67 feet to a point;

thence South $86^{\circ}-45'-30''$ East, a distance of 157.21 feet to the TRUE PLACE OF BEGINNING,

Containing 0.201 Acres.

PARCEL NO. 2

Beginning at an iron pin on the east right-of-way line of Congress Park Drive, said iron pin being located at the southwest corner of lands conveyed to the Storage Center as described on MF 75-366B03;

thence South $86^{\circ}-45'-30''$ East, along the south line of said Storage Center lands, a distance of 502.60 feet to an iron pin; said iron pin being at the northwest corner of lands conveyed to Mary J. Welsh as described on MF 77-338D06;

thence South $5^{\circ}-14'-40''$ East, along the west line of said Welsh lands, a distance of 41.90 feet to a point;

thence North $84^{\circ}-45'-20''$ West, a distance of 20.10 feet to the TRUE PLACE OF BEGINNING.

thence South $5^{\circ}-14'-40''$ East, a distance of 157.21 feet to a point;

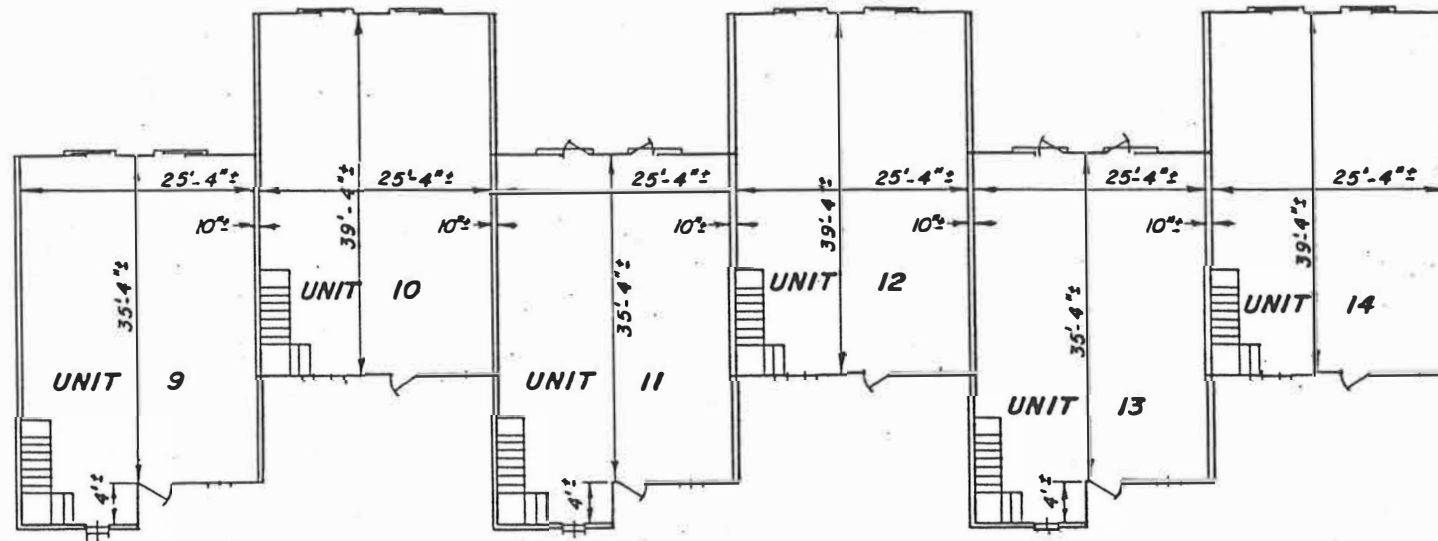
thence South $84^{\circ}-45'-20''$ East, a distance of 55.67 feet to a point;

thence North $5^{\circ}-14'-40''$ West, a distance 157.21 feet to a point;

thence North $84^{\circ}-45'-20''$ West, a distance of 55.67 feet to the TRUE PLACE OF BEGINNING.

Containing 0.201 Acres. Subject to all legal highways, easements and restrictions of record.

EXHIBIT F



UPPER FLOOR
UNIT LAYOUT

Scale in Feet
0' 5' 10' 15' 20'

WINDSOR SQUARE
CONDOMINIUM
PHASE II

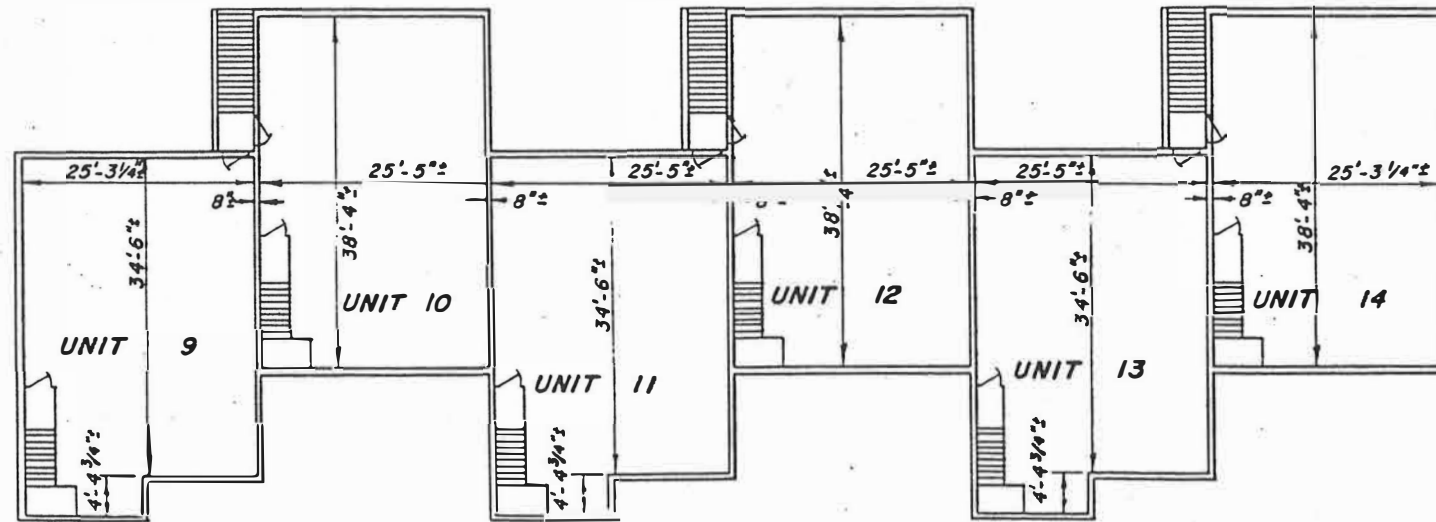
The undersigned certifies that this drawing accurately
shows the building and units therein as actually constructed.

Charles E. Read
Registered Engineer
Ohio License No. 20688

Ralph D. Amas
Registered Surveyor
Ohio License No. 5787

80 398A10

EXHIBIT F



**BASEMENT FLOOR
UNIT LAYOUT**

Scale In Feet
0' 5' 10' 15' 20'

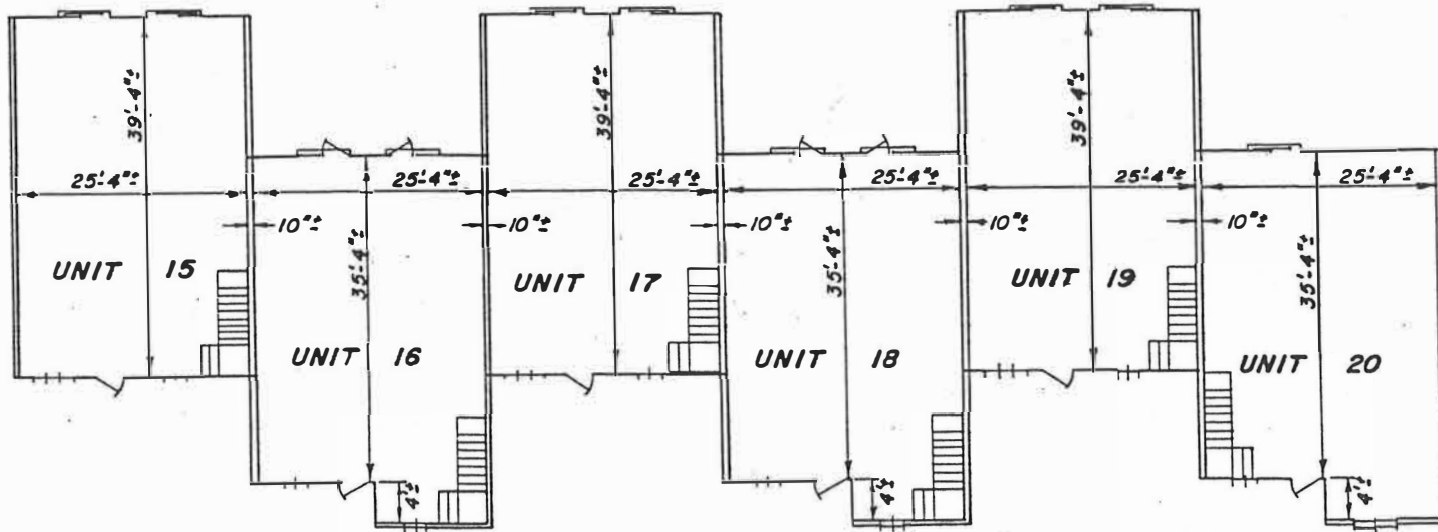
**WINDSOR SQUARE
CONDOMINIUM
PHASE II**

*The undersigned certifies that this drawing accurately
shows the building and units therein as actually constructed.*

Charles E. Read
Registered Engineer
Ohio License No. 20688

Ralph D. Amas
Registered Surveyor
Ohio License No. 5787

80 398A11



UPPER FLOOR
UNIT LAYOUT

Scale in Feet
0' 5' 10' 15' 20'

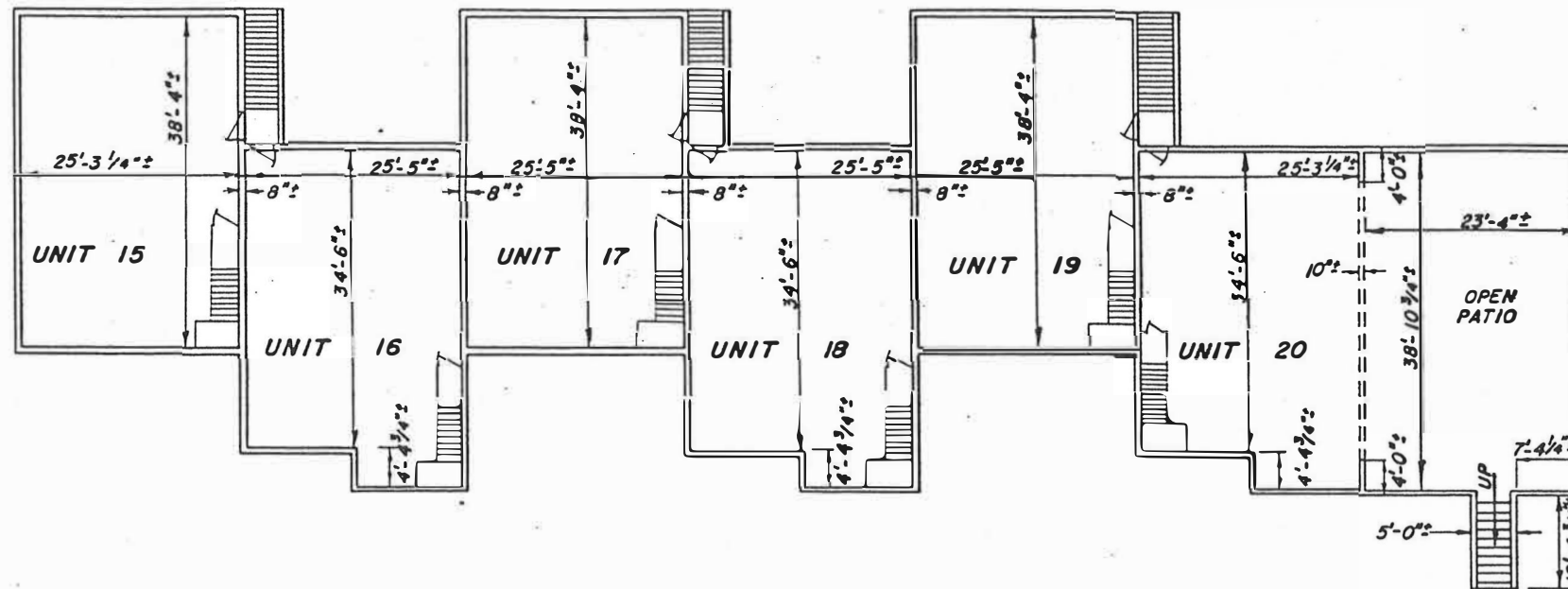
WINDSOR SQUARE
CONDOMINIUM
PHASE II

The undersigned certifies that this drawing accurately
shows the building and units therein as actually constructed.

Charles E. Read
Registered Engineer
Ohio License No. 20688

Ralph D. Amos
Registered Surveyor
Ohio License No. 5787

EXHIBIT H



**BASEMENT FLOOR
UNIT LAYOUT**

Scale in Feet
0' 1" 5' 10' 15' 20'

**WINDSOR SQUARE
CONDOMINIUM
PHASE II**

The undersigned certifies that this drawing accurately shows the building and units therein as actually constructed.

Charles E. Read
Registered Engineer
Ohio License No. 20688

Ralph D. Amos
Registered Surveyor
Ohio License No. 5787

80 398B01

Windsor Square Condominium, Building Number 2

Unit 9

10

11

12

13

14

FRONT ELEVATION

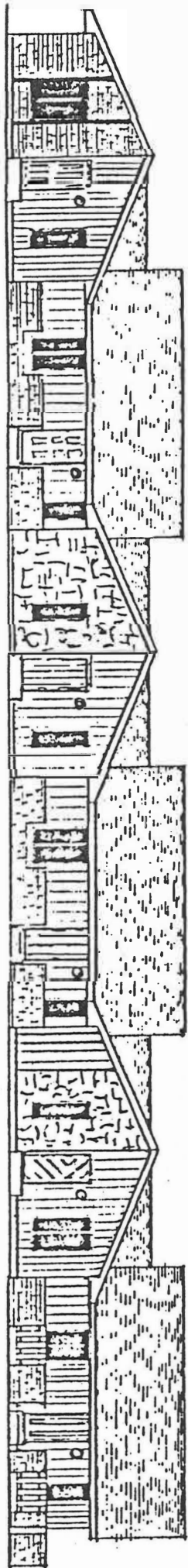
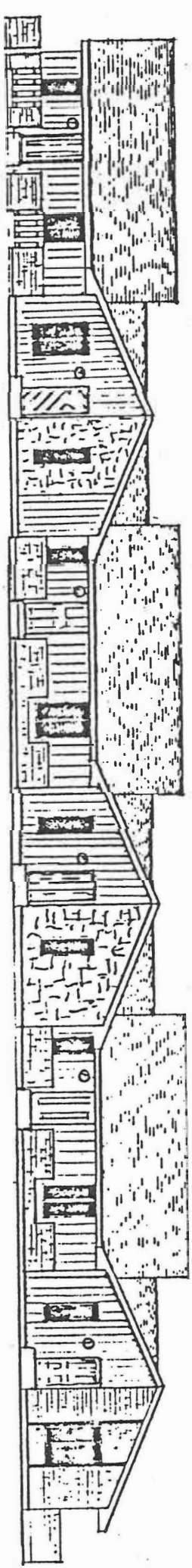


EXHIBIT 5

Windsor Square Condominium, Building Number 3

Front Elevation

Unit 15 16 17 18 19 20



MIAMI ENGINEERING
CORPORATION
2000 North Biscayne
Boulevard, Suite 100
Miami, Florida 33132
Tel: 305-371-1234
Fax: 305-371-1235



The undersigned citizens and Non-Resident hereby consent to and join in the submission of the above herein described and their interests there in to the cadastre and also known as *Libro Catastral* of the Department of San Juan in the Department of San Juan as set forth in the Decree No. 10,000, and in the event that the State of San Juan should be divided into two or more States, then under the conditions stipulated in the State of Ohio.

EXHIBIT L
SUBMISSION OF MORTGAGEE

The undersigned is Mortgagee of premises described in within First Amendment to the Master Agreement for Windsor Square Condominium by virtue of a Mortgage Deed executed by Plaza Const. Co., an Ohio Partnership, filed on July 6, 1979, and recorded in Mortgage Record 79-827A01 of the Mortgage Records of Montgomery County, Ohio.

The undersigned hereby submits said Mortgage to this Declaration and the By-Laws and Drawings attached hereto and to the provisions of Chapter 5311, Ohio Revised Code.

WITNESSES:

MERCHANTS AND MECHANICS FEDERAL
SAVINGS AND LOAN ASSOCIATION OF
SPRINGFIELD

Norma J. Luse

By C. Wayne Spahr
C. WAYNE SPAHR, Vice President

Phillip G. Ray

By Phillip G. Ray
PHILLIP G. RAY, Assistant Vice
President

STATE OF OHIO, COUNTY OF CLARK, SS:

Before me, a notary public in and for said County, personally appeared MERCHANTS AND MECHANICS FEDERAL SAVINGS AND LOAN ASSOCIATION OF SPRINGFIELD, by C. WAYNE SPAHR, its Vice President, and PHILLIP G. RAY, its Assistant Vice President, who having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of September, 1979.

Norma J. Luse
NOTARY PUBLIC

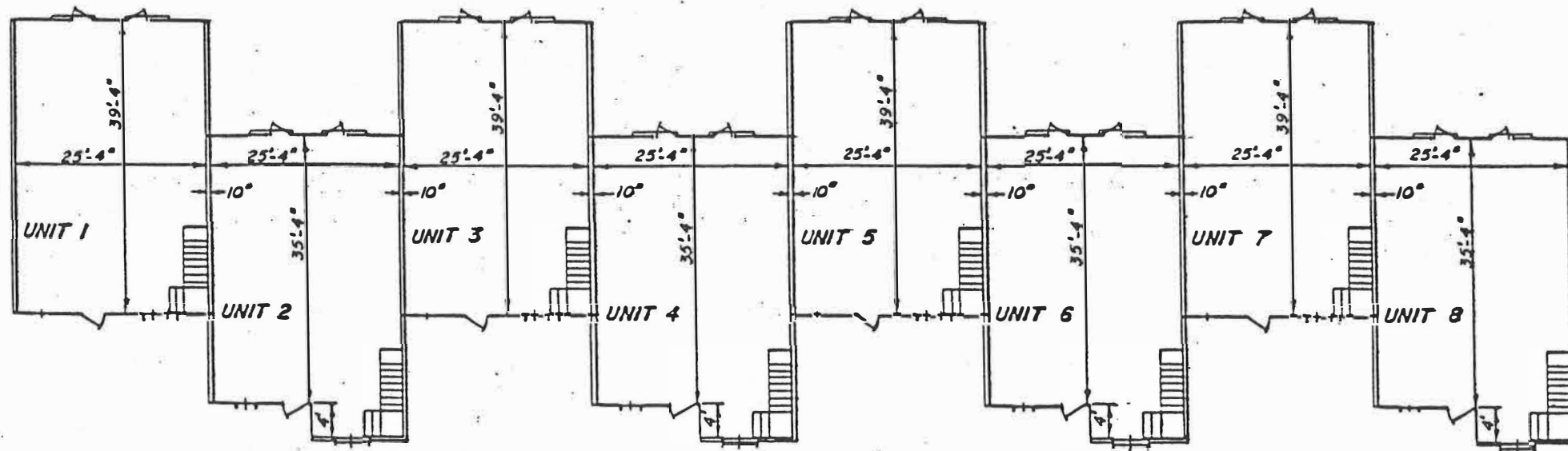
NORMA J. LUSE
Notary Public, State of Ohio
My Commission Expires July 6, 1984

This instrument prepared by:
Benjamin F. Allbery, Attorney
1200 American Building
Dayton, Ohio 45402

62.01 100

TRANSFERRER
ROBERT L. RODGER
COUNTY AUDITOR

80 398B05



UPPER FLOOR
UNIT LAYOUT

Scale in Feet
0' 1' 2' 10' 15' 20'

The undersigned certifies that this drawing accurately shows the building and units therein as actually constructed.

Charles E. Read
Charles E. Read
Registered Engineer
Ohio License No. 20688



Ralph D. Amas
Ralph D. Amas
Registered Surveyor
Ohio License No. 5787



28 69405