

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR WINDSOR SQUARE
CONDOMINIUM**

LIMITED PROXY

To the Windsor Square Office Condominium, Phase I Association Board of Directors:

I/We, the undersigned, being the Unit Owner(s) of _____ Dayton,
(insert address)

Ohio, 45459, appoint and authorize the Board of Directors as my/our Proxy, to cast my/our vote in reference to the following Amendments to the Declaration of Condominium for Windsor Square Condominium (the "Declaration") and the Bylaws of Windsor Square Condominium, Phase I Association (the "Bylaws"), Dayton, Ohio, as set forth on the attached Pages 1 through 4, **ONLY** as indicated below at any special meeting of the Windsor Square Condominium, Phase I Association, including any change, adjournment, or continuation of such meeting, held for the purpose of voting on the Amendments. **(Instructions:** After reading and considering the attached pages, please indicate how your vote for or against each Amendment listed below is to be cast and then sign, date, and return this page to the Association, c/o K & E Property Management Ltd., 509 Windsor Park Drive, Centerville, Ohio 45459.):

IN FAVOR

AGAINST

AMENDMENT A: Changes the annual meeting date from _____
the first Tuesday of May to the 2nd calendar quarter.

AMENDMENT B: Permits the Association to recover all _____
costs the Association incurs in relation to remedying rule
violations from the violating unit owner.

AMENDMENT C: Permits the use of electronic _____
communications to the extent permitted by Ohio and
Federal law.

AMENDMENT D: Clarifies the Association's and owners' _____
insurance deductible requirement.

The undersigned further grant(s) a power of attorney to the officers of the Windsor Square Condominium, Phase I Association, to execute the necessary documents to be filed with the Montgomery County Records evidencing the consent, if any, granted herein.

Signature of Unit Owner

Date

Signature (If co-owned, both Unit Owner should
sign. If only one signs, he/she states that he/she
represents the entire vote of the Unit.)

Date

**LANGUAGE TO AMEND THE DECLARATION OF CONDOMINIUM FOR
WINDSOR SQUARE CONDOMINIUM**

The Board of Directors for the Windsor Square Condominium, Phase I Association proposes that the Declaration of Condominium for Windsor Square Condominium (the "Declaration") and the Bylaws of Windsor Square Condominium, Phase I Association (the "Bylaws"), Dayton, Ohio, be amended as follows:

AMENDMENT A

DELETE BYLAWS ARTICLE I, SECTION 7 entitled, "Annual Meetings," in its entirety. Said deletion to be taken from Page 2 of the Bylaws, Exhibit H of the Declaration, as recorded at Montgomery County Records, Microfiche 78-694A01.

INSERT a new BYLAWS ARTICLE I, SECTION 7 entitled, "Annual Meeting." Said new addition, to be added on Page 2 of the Bylaws, Exhibit H of the Declaration, as recorded at Montgomery County Records, Microfiche 78-694A01, is as follows:

Section 7. Annual Meeting. The Association's Annual Meeting will be held at such time, at such place, and on such date during the second calendar quarter of each calendar year as the Board determines and is stated in the meeting notice, for the election of Directors, the consideration of reports to be laid before the meeting, and the transaction of such other business as is set forth in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of the amendment changing the time for holding the annual meeting. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision.

Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new PARAGRAPH to DECLARATION ARTICLE XVI, SECTION 16.07. Said new addition, to be added on Page 17 of the Bylaws, Exhibit H of the Declaration, as recorded at Montgomery County Records, Microfiche 78-694A01, is as follows:

The Board may levy reasonable enforcement assessments against any Unit Owner (either by their conduct or by the conduct of any Occupant or guest of their Unit) who violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any other part of the Condominium Property that the Association is responsible to maintain. Said Unit Owner must pay to the

Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs, and expenses the Association incurs, including reasonable attorneys' fees and court costs, in connection with the enforcement of any provision of the Declaration, Bylaws, or rules, or for repair of damage. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a special assessment against said Unit, and is the personal obligation of said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of said Unit Owner as further explained and set forth in Declaration Article XIV, Section 14.02.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of enforcement. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE XVI, SECTION 16.10 entitled, "Notices and Use of new Technology." Said new addition, to be added on Page 17 of the Declaration, as recorded at Montgomery County Records, Microfiche 78-694A01, is as follows:

Section 16.10: Notices and Use of New Technology.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Unit Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

- a. An electronic mail or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive

times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail to the Unit Owner's Unit or last known address, by hand delivery to the Unit Owner, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

b. Any Unit Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Unit Owner, by leaving the notice under or attached to the front door of the Unit Owner's Unit, or regular mail to the Unit Owner's Unit or last known address.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE the FIRST SENTENCE of DECLARATION ARTICLE VIII, SECTION 8.01, PARAGRAPH b in its entirety. Said deletion to be taken from Page 8 of the Declaration, as recorded at Montgomery County Records, Microfiche 78-694A01.

DELETE DECLARATION ARTICLE VIII, SECTION 8.01, PARAGRAPH c in its entirety. Said deletion to be taken from Page 8 of the Declaration, as recorded at Montgomery County Records, Microfiche 78-694A01.

INSERT a new DECLARATION ARTICLE VIII, SECTION 8.01, PARAGRAPH c. Said new addition, to be added on Page 8 of the Declaration, as recorded at Montgomery County Records, Microfiche 78-694A01, is as follows:

c. Such Association Property Insurance policy will include a reasonable deductible as determined by the Board. The Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements

and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) to the Unit Owner(s) of such Unit(s) as a special individual unit assessment.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this provision modifying the deductible requirements for the Association's insurance coverage. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.