

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
WASHINGTON COLONY CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WASHINGTON COLONY CONDOMINIUM RECORDED AT MICROFICHE NO. 77 531A01, OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 103, PAGE 43 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
WASHINGTON COLONY CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Washington Colony Condominium (the "Declaration") and the Condominium Association By-laws (the "Bylaws"), Exhibit "C" to the Declaration, were recorded at Montgomery County Records Microfiche No. 77 531A01, and

WHEREAS, the Washington Colony Condominium Owner's Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Washington Colony and as such is the representative of all Unit Owners, and

WHEREAS, Item 9 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Unit Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 78% of the Association's voting power as of July 17, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 76.5% of the Association's voting power as of July 17, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.5% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 78.9% of the Association's voting power as of July 17, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 78.9% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment D signed by Unit Owners representing 75% of the Association's voting power as of July 17, 2006, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Condominium Ownership for Washington Colony Condominium have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Washington Colony Condominium is hereby amended by the following:

AMENDMENT A

DELETE DECLARATION ITEM 13, PARAGRAPH A, entitled "Fire and Extended Coverage," and PARAGRAPH B, entitled "Liability Insurance" in their entirety. Said deletions to be made on Pages 15-17 of the Declaration as recorded in the Montgomery County Records, Instrument No. 77-531A01.

INSERT A NEW DECLARATION ITEM 13, PARAGRAPH A, entitled "Property Insurance" and PARAGRAPH B, entitled "Unit Owner Insurance." Said new additions, to be added on Pages 15-17 of the Declaration as recorded in the Montgomery County Records, Instrument No. 77-531A01, is as follows:

A. Property Insurance

1. Coverage. The Association shall carry Property Insurance (also sometimes known as "property casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in subparagraph 4 below, on all of the insurable improvements comprising the Common Elements, including the Limited Common Areas, but excluding any plasterboard, drywall, or similar material serving a single Unit, and all personal property as may be owned by the Association and for which the Association is responsible.

2. Responsibility for Damage.

(a) Association. Nothing in the Declaration shall be deemed to impose any contractual obligation on the Association for the maintenance, repair, or replacement of the Common Areas or any portion thereof, but the Association's liability shall be limited to damages resulting from negligence. If any loss or repair is due to the Association's negligence or

intentional act, then, in such case, the Association is responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Item 13, including any deductible amount. At all times, the Association remains responsible for the maintenance of the Common Elements as provided for in Declaration Item 10, Paragraph A.

(b) Unit Owner. If any loss or repair is due to the negligence or intentional act of a Unit Owner, or anyone the Unit Owner is responsible for, such as a family member, tenant, guest, or contractor of the Unit Owner, or originates from the Unit Owner's Unit then, in such case, the said Unit Owner shall be responsible for the cost of such loss or repairs to the extent not covered by any insurance policy in accordance with this Paragraph A, including any deductible amount. A Unit Owner shall also pay the first year amount of any increase in insurance premiums that is attributable to any claim, damage, or loss that or was related to the Unit Owner's negligence, or intentional or willful action.

3. Deductibles. The Association's Property Insurance may include a reasonable deductible as determined by the Board. In the absence of any negligence or loss originating from a specific Unit (such circumstances being address in subparagraph 2 above), the deductible shall be paid by the party who would be responsible for the loss or repair in the absence of insurance pursuant to Declaration Item 10. In the event of multiple parties or combined claims covered by the Association's Property Insurance policy, shall be 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 attributable to any Unit(s) as provided for in this Item 13 or assess the cost of repair of any such Unit(s), to the Unit Owner(s) of such Unit(s).

4. Risks To Be Insured and Amount Thereof. The Association's Property Insurance shall protect against loss or damage by fire and hazards now or hereafter embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Montgomery County, Ohio. The amount of insurance purchased shall be sufficient to cover the full replacement value, less deductible, of the cost of repair or reconstruction needed to restore the property to the condition it was in immediately prior to the damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage). The Association shall also, if reasonably available,

obtain and maintain "Ordinance or Law" or such similar coverage to cover changes in building and/or construction codes, ordinances, or other government requirements.

5. Named Insured. Subject to the provisions of subparagraph 6, below, the Association's Property Insurance shall be for the benefit of the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership Interests, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

6. Claim Filing. The Board shall have the sole right and authority to file, or authorize the filing of, any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of this Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance shall not give rise to any claim against the Association or the Board. The Association shall, though, be responsible for paying for the portion of any claim that the Association's Property Insurance would have paid for had a claim been filed. All insurance proceeds paid under the Association's Property Insurance policy shall only be paid in the name of the Association.

7. Insurance Company Rating. All policies shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding a rating of "A/VII" or better, by Best's Insurance Reports, or its present day equivalent.

8. Mortgagee Requirements. Notwithstanding anything to the contrary anywhere in this Paragraph A, the Board shall have the full right and authority, but not the obligation, to purchase Property Insurance, and/or any other insurance policy or endorsement, that includes any and all such terms, conditions or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the designee of FNMA or FHLMC, or any other financial institution or government agency. If the Association provides, as the Board so decides,

any additional insurance coverage beyond the minimum requirements contained in this Paragraph A to comply with any mortgagee or government requirements for less than all the Unit Owners, the Association may levy a special assessment against only those Unit Owners so requiring such additional insurance in an amount to be determined by the Board. The Board shall further have the right and power to execute and record special amendments to this Paragraph A, as the Board determines to be in the Association's interest, to comply with the requirements of FNMA and/or FHLMC.

9. Waiver of Subrogation. The Association hereby waives all rights or claims it may have against any Unit Owner for damage or destruction to any part of the Condominium Property, including the fixtures and personal property located on the Condominium Property, to extent of the insurance proceeds actually recovered (or that would have been recovered if an insurance claim had been filed). Each Unit Owner and/or Occupant, as a condition of accepting title and possession of a Unit hereby waive all rights or claims he/she/it may have against any other Unit Owner or the Association for damage or destruction to any part of the Condominium Property, including the fixtures and personal property located on the Condominium Property, to extent of the insurance proceeds actually recovered (or that would have been recovered if an insurance claim had been filed and/or that would have been recovered if the Unit Owner had insurance as required by the Declaration and the Association's Rules).

B. Unit Owner Insurance. Each Unit Owner shall separately insure those portions of his or her Unit, which includes, without limitation, all fixtures, installations, improvements within said Unit, as well as drywall or plasterboard serving only said Unit, and all utilities serving only the said Unit, not insured by the Association, and insurance on the Limited Common Elements and Unit up to the amount of the Association's Property Insurance deductible when either such areas are insured by the Association, against loss by fire and other hazards and perils now or hereafter embraced by "extended coverage, vandalism and malicious mischief" and "all-risk" insurance. Each Unit Owner shall further obtain insurance covering his or her personal liability and compensatory damages to another unit caused by the negligence of the Unit Owner or anyone the Unit Owner is responsible for, or, regardless of any negligence, originating from the Unit Owner's Unit. Each Unit Owner shall file a copy of the policy(ies), or such other insurance information as the Board may require, with the Association within thirty (30) days of receipt of a request from the Association. Each Unit Owner shall further separately insure the personal contents of his or her Unit, as well as any other personal property, which he or she stores elsewhere on the Condominium Property. The Board

may set minimum requirements for the property insurance and liability insurance to be obtained and maintained by each Unit Owner.

MODIFY DECLARATION ITEM 13, PARAGRAPH B, entitled "Liability Insurance," to PARAGRAPH C, "Liability Insurance," and PARAGRAPH C, entitled "Association Act for Unit Owner," to SECTION D, "Association Act for Unit Owner."

DELETE DECLARATION ARTICLE 14 entitled "RECONSTRUCTION AND REPAIR," in its entirety. Said deletion to be made on Pages 17-19 of the Declaration as recorded in the Montgomery County Records, Instrument No. 77-531A01.

INSERT A NEW DECLARATION ITEM 14, entitled "RECONSTRUCTION AND REPAIR". Said new addition, to be added on Pages 17-19 of the Declaration as recorded in the Montgomery County Records, Instrument No. 77-531A01 et seq., is as follows:

14. RECONSTRUCTION AND REPAIR:

A. Response to Damage and Destruction.

1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Condominium Property covered by the Association's Property Insurance, as determined by the Board, the Board or its duly authorized agent may proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such costs may include professional fees and premiums for such bonds as the Board deems necessary. Each Unit Owner shall be deemed to have delegated, and does delegate upon acquisition of any title interest in a Unit, to the Board or its agent, his/her right to adjust with insurance companies all losses under the Property Insurance policies for the Common Elements referred to in Paragraph A of Item 13. In furtherance of this delegation, the Board, and its authorized agents, is and are hereby appointed the attorney-in-fact for all Unit Owners to make proof of loss, to negotiate loss adjustment, and to acknowledge receipt for any sums received on or under any and all of said policies.

2. In the event any damage to or destruction of the Common Elements renders seventy percent (70%) or more of the Units then comprised within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair or restore such damaged part at a meeting which shall be

called within ninety (90) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action 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 Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his/her share of such proceeds until all liens and encumbrances on his/her Unit have been paid, released or discharged.

B. Restoration of Buildings.

1. Unless Unit Owners elect not to restore the damaged property as provided for in Paragraph A(2) above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association shall repair and reconstruct all damage to or destruction of the Common Elements and Limited Common Elements substantially as such Elements existed immediately before the damage or destruction, provided that the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution and/or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, shall be determined by the Board.

2. If the cost of the repair for the damages or destruction to the Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for either by means of a special assessment levied by the Board against all Unit Owners in proportion to each Unit Owner's share in the Common Elements or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

3. If the cost of repairs to the Common Elements and the Limited Common Elements, is less than the amount of such

insurance proceeds, the excess shall be retained by the Association and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Elements.

4. If the cost of the repair for the damages or destruction to the Limited Common Elements exceeds the amount of the insurance proceeds received, such excess may be provided for by means of a special assessment levied by the Board against the Unit Owner(s) having the exclusive use of such Limited Common Elements.

5. After any damage to or destruction of his/her Unit, each Unit Owner shall restore his/her Unit, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board may at any time and/or from time to time, in its sole discretion, establish and shall complete such restoration within eight (8) months or sooner as circumstances may require after the damage or destruction. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures and equipment. The Association shall have the right to effectuate repairs to the Unit pursuant to the procedure set forth in Bylaws Article IV, Section 1(d) upon a Unit Owner's failure to comply with this subparagraph.

Any conflict between the above provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of these revisions to the Association's and Unit Owners' property insurance obligations. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought within the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new BYLAWS ARTICLE II, SECTION 11 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 4 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Volume 77, Page 531A01 et seq., is as follows:

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

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

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

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

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

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

MODIFY the first sentence of BYLAWS ARTICLE I, SECTION 11 entitled, "Number and Qualification." Said modification, to be made on Page 4 of the Bylaws, Exhibit "C" of the Declaration, as recorded at Montgomery County Records, Volume 77, Page 531A01 et seq., is as follows (new language is underlined):

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Managers composed of five (5) persons, all of whom must be owners and occupants of Units in the project.

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

AMENDMENT C

INSERT a new DECLARATION ITEM 12, SECTION J entitled, "Cost of Collection." Said new addition, to be added on Page 15 of the Declaration, as recorded at Montgomery County Records, Volume 77, Page 531A01 et seq., is as follows:

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

INSERT a new DECLARATION ITEM 17, SECTION C entitled, "Cost of Enforcement." Said new addition, to be added on Page 21 of the Declaration, as recorded at Montgomery County Records, Volume 77, Page 531A01 et seq., is as follows:

C. Cost of Enforcement. If any Unit Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Item 12, Section D.

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

AMENDMENT D

INSERT a new DECLARATION ITEM 6, SECTION M entitled, "Leasing/Rental Controls." Said new addition, to be added on Page 7 of the Declaration, as recorded at Montgomery County Records, Volume 77, Page 531A01 et seq., is as follows:

M. Leasing/Rental Controls. No more than ten percent (10%) of the Units shall be leased, let or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment or any other purpose, at any time as determined by the Board. The purpose of this restriction is to create a community of resident owners, subject to the following:

(a) This restriction does not apply to Units that are occupied by the parent(s) or child(ren) of the Unit Owner.

(b) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit Owner has the right to lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(c) As provided in Section A of this Item 6 hereinabove, in no event shall a Unit be rented by the Unit Owner thereof for transient purposes, which is defined to mean a rental for any period less than twelve (12) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

(d) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations established by the Board, including rules on how the number of leased Units is allocated. In addition to the authority to dispossess the lessee or otherwise act for the Unit Owner for violation of the Declaration, Bylaws or the rules and regulations pursuant to Ohio Revised Code Section 5311.19(B)(1), the Association is entitled to assignment of rents if the Unit Owner becomes delinquent more than sixty (60) days. Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit Owner shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases, including the names of all occupants and make and model of vehicles, shall be delivered to the Board prior to the beginning of the lease term.

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

IN WITNESS WHEREOF, the said Washington Colony Condominium Owner's Association, Inc. Has caused the execution of this instrument this 26 day of JULY, 2006.

WASHINGTON COLONY CONDOMINIUM OWNER'S ASSOCIATION, INC.

By: Mark Hickman
MARK HICKMAN, its President

By: John Pokorney
JOHN POKORNEY, its Secretary, Vice President

STATE OF OHIO)
)
COUNTY OF MONTGOMERY) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Washington Colony Condominium Owner's Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 14 of 15, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in DAYTON, Ohio, this 26 day of JULY, 2006.



RODNEY B. MENAPACE, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 29, 2009

Rodney B. Menapace
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
2000 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650