OUR AMENDED AND RESTATED DECLARATIONS AND BYLAWS ARE READY!

The amended and restated Declarations and Bylaws have been filed for record with Franklin County. Here is the date recorded: 12/20/23 at 8:29:42am. The instrument number is 202312200132230.

The Association Board will provide each unit owner with a hard copy of the amended and restated Declarations and By-laws. Each unit owner will be required to sign off as having received their copy. Future copies may be obtained by requesting the Association Board or by obtaining a copy directly from the Franklin County Recorder's Office.

Owners can now discard their original copy of the Declaration and Bylaws recorded in 1990 and all past amendment filings. Please retain the Association's handbook of Rules and Regulations – it is a separate document.

DO NOT DETACH

Instrument Number: 202312200132230
Recorded Date: 12/20/2023 8:29:42 AM

Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
KAMAN & CUSIMANO LLC

Mail Envelope

Transaction Number: T20230089325
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 77

Submitted By (Mail):
KAMAN & CUSIMANO LLC

Mail

First Grantor:
SHARON WOODS SENIOR VILLAGE CONDOMINIUM OWNERS ASSN

First Grantee:
SHARON WOODS SENIOR VILLAGE CONDOMINIUM

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$600.00
Marginal Reference Fee:	$4.00
Total Fees:	$638.00
Amount Paid:	$638.00
Amount Due:	$0.00

Instrument Number: 202312200132230
Recorded Date: 12/20/2023 8:29:42 AM

OFFICIAL RECORDING COVER PAGE

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THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

DEC 19 2023

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

FRANKLIN COUNTY AUDITOR

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

SHARON WOODS SENIOR VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SHARON WOODS SENIOR VILLAGE CONDOMINIUM RECORDED AT VOLUME15798, PAGE E 12 OF THE FRANKLIN COUNTY RECORDS.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
SHARON WOODS SENIOR VILLAGE CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Sharon Woods Senior Village Condominium (the "Declaration") and the Bylaws of Sharon Woods Senior Village Condominium Owners' Association (the "Bylaws"), Exhibit D of the Declaration, were recorded at Franklin County Records, 15798 E 12.

B. This Amended and Restated Declaration of Condominium Ownership for Sharon Woods Senior Village Condominium (the "Amended and Restated Declaration") incorporates the Declaration and Bylaws, the amendments to the Declaration recorded on December 24, 2012 at Instrument No. 201212240197775, on February 14, 2013 at Instrument No. 201202140026873, on September 19, 2016 at Instrument No. 201609190126237, on March 4, 2020 at Instrument No. 202003040032703, and on February 7, 2023 at Instrument No. 202302070012121 of the Franklin County Record (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Declaration and Bylaws.

C. This Amended and Restated Declaration has been prepared at the direction of the Association for the convenience of the Unit Owners, as well as for prospective purchasers of Units within Sharon Woods Senior Village Condominium.

D. Unit Owners and prospective Unit Owners are reminded that this restatement of the Declaration and Bylaws does *not* materially alter the Declaration and previously recorded Amendments. The Declaration, Bylaws, and the Amendments are available for review at the Franklin County Recorder's Office. Any inconsistency between the Declaration, the Bylaws, and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Declaration, Bylaws, and the Amendments.

AMENDMENT

The Declaration is amended and retyped as attached.

The Sharon Woods Senior Village Condominium Owners' Association has caused the execution of this instrument this 28th day of November, 2023.

SHARON WOODS SENIOR VILLAGE CONDOMINIUM OWNERS' ASSOCIATION

By: _____
ELIZABETH QUEEN, President

By: _____
WANDA LEDINSKI, Vice President/Treasurer

STATE OF OHIO)
) **SS**
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Sharon Woods Senior Village Condominium Owners' Association, by its President and its Vice President/Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 28th day of November, 2023.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

MILLICENT N ARTHUR
Notary Public
State of Ohio
My Comm. Expires
December 18, 2024

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

SHARON WOODS SENIOR VILLAGE CONDOMINIUMS

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

SHARON WOODS SENIOR VILLAGE CONDOMINIUM

WHEREAS, COMMUNITY BUILDERS, INC., an Ohio Corporation, hereafter called "Grantor", was the owner in fee simple of the Parcel of land hereafter described; and

WHEREAS, it was the desire of Grantor to submit said Parcel, together with the improvements thereon constructed and hereafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for Condominium ownership.

THEREFORE, Grantor hereby declared:

1. LEGAL DESCRIPTION AND DEFINITIONS.

A. Legal Description. The legal description of the Parcel is attached as Exhibit A, and incorporated by reference as though fully rewritten.

B. Definitions. The terms defined in this Paragraph 1, Section B (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto shall have the respective meanings specified in the Paragraph.

(i) "Association" means the Sharon Woods Senior Village Condominium Unit Owners Association which is a unit owner's Association as defined in Chapter 5311 of the Ohio Revised Code.

(ii) "Board" means the Board of Directors of the Association as the same may be constituted from time to time.

(iii) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit D and made a part hereof.

(iv) "Buildings" means the structures and other facilities and improvements a constructed on the Parcel.

(v) "Chapter 5311" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(vi) "Common Elements" means all parts of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting walls and roofs of the Building, all structural and component parts of all interior walls, doors, floors and ceilings of the Building, all patios, courtyards, walkways, driveways and parking spaces and all lawns, landscaping and gardens now or hereafter situated in the Condominium Property, including any repairs and replacements thereof,

(vii) "Common Expenses" means those expenses designated as Common Expenses in both Chapter 5311 and these Condominium instruments, including, without limitation, the following:

(a) all sums lawfully assessed against the Unit Owners by the Association;

(b) expenses of the Association incurred in the administration, maintenance, repair and replacement of the Common Elements; and

(c) expenses determined from time to time to be Common Expenses by the Association.

(viii) "Condominium Property" means the Parcel and Buildings and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners;

(ix) "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended as herein provided, as so amended.

(x) "Drawings" means the drawings prepared and certified by D. L. Renkes Architect, Inc. in accordance with Chapter 5311, relating to the Condominium Property, which Drawings are identified as Exhibit C and attached to this Declaration.

(xi) "Exclusive Use Areas" means those parts of the Common Elements, other than Limited Common Elements, reserved for use of a certain Unit or Units to the exclusion of other Units and more specifically described in Paragraph 6, Section E hereof.

(xii) "Limited Common Elements" means those parts of the Common Elements reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Paragraph 6, Section D hereof.

(xiii) "Occupant" means the person or persons, natural or artificial, in possession of a Unit.

(xiv) "Ownership Interest" means the fee simple title interest in a Unit and the undivided percentage interest in the Common Elements appertaining thereto.

(xv) "Parcel" means the land described in Paragraph 1, Section A hereof.

(xvi) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion hereof as may be adopted by the Association or the Board from time to time.

(xvii) "Unit" means that part of the Condominium Property described in Paragraphs 4 and 5 hereof.

(xviii) "Unit Owner" means any person or persons, natural or artificial, owning the fee simple estate in a Unit and an undivided percentage interest in the Common Elements.

(xix) "Eligible Holder of a First Mortgage Lien" means the holder of a valid recorded first mortgage, which holder has given written notice to the Association stating the holder's name, address and Unit(s) subject to the mortgage. The term shall also mean the insurer or guarantor of a first mortgage who gives such written notice to the Association.

(xx) "Additional Land" means land contiguous to the Parcel which the Grantor reserves the right, from time to time, to add to the Condominium property pursuant to Paragraph 15(C).

2. ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY. Grantor was the owner of the Parcel which, together with the other portions of the Condominium Property, was hereby submitted to the provisions of Chapter 5311.

3. NAME. The Condominium Property shall be known as "Sharon Woods Senior Village Condominium".

4. GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY. The Condominium Property will consist of the Parcel and a three-story Building having fifty-five (55) residential Units, including all easements, rights and appurtenances thereto and all articles of personal property existing thereon for the common use of the Unit Owners. Said Building and the Units contained therein are designated on the Drawings and are more particularly described in Exhibit B attached hereto.

The Building is constructed principally of cement block, stucco, aluminum veneer and wood. The locations, layout and dimensions of the Units and the Common Elements are shown graphically on the Drawings. Provided however, all depictions of landscaping, plantings, walkways, carports, patios, patio enclosures, parking areas and garbage containers are for general concept purposes, and the actual location of the same are subject to change from time to time by the Developer or by the Board of Directors.

5. DESCRIPTION OF UNITS. Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete or other materials) of the perimeter walls, windows and doors, the basement floors and the roof of such Unit, projected, if necessary, by reasons of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout and dimensions of each Unit being shown on the Drawings), and including, without limitation, all space occupied by any Common Elements located within the bounds of a Unit, together with the decorated surfaces, including paint, lacquer, varnish, wall paper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings.

6. COMMON ELEMENTS.

A. Description. The Common Elements shall consist of all parts of the Condominium Property except the Units. Provided however, even if contained in area defined as a Unit, all structural elements of the Building contained in all interior walls, and all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps, and accessories thereto, wires, ducts and conduits which serve more than one Unit are a part of the Common Elements.

B. Ownership of Common Elements. The Common Elements 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 Elements shall be maintainable, except as specifically provided in Chapter 5311, nor may any Unit Owner otherwise waive or release any rights in the Common Elements; provided, however, that if any Unit be owned by two or more co-owners as tenants in common or as joint tenants nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-Owners.

The percentage of interest in the Common Elements of each Unit as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as more fully set forth in Exhibit B attached hereto and made a part hereof.

The undivided percentage of interest of the Unit Owners in the Common Elements and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

C. Use of Common Elements. The Common Elements (except the Limited Common Elements and Exclusive Use Areas) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and

Occupants, subject to such Rules and regulations as may from time to time be promulgated by the Board.

D. Use of Limited Common Elements. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Elements located within the bounds of his Unit or which serve only his Unit. The Board of Directors may require that maintenance of any Limited Common Element shall be the sole responsibility of the Unit Owner to which it serves. The Limited Common Elements with respect to each Unit shall consist of:

(i) All interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;

(ii) All glass and screens within windows and doors within the perimeter walls of such Unit;

(iii) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;

(iv) All gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;

(v) Patios, patio enclosures, courtyards and appurtenant improvements, front and back stoops which serve only such Unit by virtue of their physical location or by the designation of the Developer;

(vi) Any carport or storage areas designated for a Unit by the Developer (or, in the case of carports, as designated by any Unit Owner who has purchased a carport) shall serve the Unit so designated and shall be for the exclusive use by the designated Unit; and

(vii) All other Common Elements as may be located within the bounds of such Unit and which serve only such Unit.

Notwithstanding any other provision of this Declaration, the exclusive and irrevocable license to use a carport, may be transferred by the Grantor or by a Unit Owner to another Unit Owner separate from the conveyance of a Unit.

E. Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Board may allocate to such Unit Owner; provided, however, that the Association may at any time and from time to time revoke such license and reassign the use of such areas in accordance with such Rules as it may establish from time to time. The Board of Directors may require that maintenance of any Exclusive Use Areas shall be the sole responsibility of the licensee.

7. UNIT OWNERS ASSOCIATION.

A. Membership. Grantor formed an unincorporated association to be called "Sharon Woods Senior Village Condominium Unit Owners Association", which shall administer the Condominium Property, subject to the provisions of Section A of Paragraph 8 hereof. Each Unit Owner, upon acquisition of the Ownership Interest in a Unit within the Condominium Property as presently constituted shall automatically become a member of the Association. A member shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit. 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.

B. Board of Directors and Officers. The Board and Officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, by the Bylaws and by this Declaration.

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the Bylaws, the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

D. Service of Process. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

8. MANAGEMENT; MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

A. Responsibility of the Association. Except as otherwise expressly provided herein, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the Common Elements. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent and provide for reasonable compensation to the managing agent as a Common Expense. Anything herein to the contrary notwithstanding, Grantor, (or any other entity designated by Grantor to act in such capacity) shall be the managing agent for the development period ending 120 days after the date by which 75 percent of the Units have been conveyed to Unit purchasers, or until five (5) years after the transfer of title of the first Unit by Grantor of the Condominium Property, or one year from the date the Unit Owners assume control of the Association and the Common Elements (unless extended by the vote of the Unit Owners), whichever shall occur first. Any compensation which may be paid to the managing agent must be reasonable in amount and be comparable to compensation paid to managing agents of other condominium developments in the Columbus, Ohio, Metropolitan Area. Grantor or its designated agent, however, may waive such right in writing to the Association prior to the time limits stated hereinabove. The Grantor, Association or the managing agent on behalf of the Association, as the case may be, shall have the authority to enter into agreements with one or more other real estate developments of Grantor, or companies affiliated with Grantor, for the common management, maintenance and repair of Condominium Property and such other developments. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

B. Responsibility of Unit Owner. The responsibility of each Unit Owner shall be as follows:

(i) Except as otherwise expressly provided in Paragraph 12, Section B hereof, to maintain, repair and replace, at his expense, all portions of his Unit and all Limited Common Elements designated for his use;

(ii) To perform his responsibilities in such manner so as not to unreasonably disturb other Unit Owners and Occupants;

(iii) To pay all costs for utility services furnished to his Unit or to the Limited Common Elements designated for his use;

(iv) Not to paint or otherwise decorate or change the appearance of any portion of the Buildings not within the bounds of his Unit, unless the prior written consent of the Association is obtained;

(v) To promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the Condominium Property which the Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws;

(vi) Not to make any alterations in the Common Elements or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Paragraph 12, without the prior written consent of the Association;

(vii) Not to impair the use and enjoyment of the easements hereinafter provided in Paragraph 10, without first obtaining the written consent of the Association and of any other person, firm and corporation for whose benefit such easements exist; and

(viii) To observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or the Bylaws or the Rules.

C. Construction Defects. The obligation of the Association and of the Unit Owners to maintain, repair and replace the portions of the Condominium Property for which they are respectively 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 maintenance, repair

or replacement by the Association of Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

D. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee or warranty of material or workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for less or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing its or his respective obligations hereunder.

9. COMMON EXPENSES AND ASSESSMENTS.

A. Types of Assessments. Each present Unit Owner, and Unit within the Condominium hereby covenants, and each future Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and Occupants and the best interest of the Condominium Property.

C. Elements-Apportionment: Due Dates.

(i) Annual Operation Assessments.

(a) Prior to the beginning of each fiscal year of the Association, the Board shall estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, Common Expenses of the Association consisting of the following:

(1) the estimated next fiscal year's cost of the maintenance, repair and other services to be provided by the Association;

(2) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

(3) the estimated next fiscal year's costs for utility services not separately metered;

(4) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operation of the Association, in an amount deemed adequate by the Board;

(5) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

(6) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting Common Expenses not otherwise herein specifically excluded.

(b) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit.

(c) The annual operating assessment shall be payable in advance, in equal monthly installments, which, for administrative convenience, may be rounded by the Board to the nearest whole dollar. The due dates of any such installments shall be

established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit the monthly installment of the annual operating assessment for that Unit. Nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly, or monthly installments.

(d) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis is as heretofore set forth.

(e) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(ii) Special Assessments for Capital Improvements.

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the costs thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of eligible holders of first mortgages on Units to which fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of a First Mortgage Lien appertain.

(b) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the

Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(iii) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the costs of making repairs the responsibility of a Unit Owner). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during any year of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

D. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notice, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

E. Effect of Nonpayment of Assessment; Remedies of the Association.

(i) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (a) declare the entire unpaid balance of the assessment immediately due and payable, and (b) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine.

In accordance with Ohio Revised Code Section 5311.18(A)(2), the Association shall credit payments made by a Unit Owner in the following order if priority:

(a) First, to interest owed to the Association;

(b) Second, to administrative late fees owed to the Association;

(c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and

(d) Fourth, to the principal amounts the Unit Owner owes to the Association for the Common Expenses or enforcement assessments chargeable against the Unit.

(ii) Annual operating and both types of special assessments, together with interest and costs, shall be a charge and continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(iii) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record

Owner or Owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the President or other designated representative of the Association as authorized by the Board of Directors.

In accordance with Ohio Revised Code 5311.18(A)(1)(b), the Association has a lien upon each Unit's Ownership Interest for any unpaid interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees, and paralegal fees.

(iv) The continuing lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio 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 the lien.

(v) Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio, for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(vi) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of the Owner or Owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason for the transfer, but shall continue unaffected thereby.

(vii) The Association, as authorized by the Board, may file a lien or liens to secure payment or delinquent assessments, interest and costs, bring

an action at law against the Unit Owner or Unit Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(viii) No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

F. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

G. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President, Treasurer, Secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

H. Prior Common Expenses. Nothing contained herein shall invalidate or otherwise affect any right or obligation of any Unit Owner, or the Association, with respect to Common Expenses of the Association incurred or arising prior to the adoption of this Declaration, or prior to the levy of assessments pursuant hereto.

I. Cost of Collection. A Unit Owner, who fails to pay any assessment(s) within ten days after same have become due and payable, is liable for any late charges as established by the Board and for any and all costs and expenses incurred

by the Association, including reasonable attorneys' fees, recording costs, title reports, and/ or court costs, in connection with the collection of said Unit Owner's account, and/ or in any action in which the Association is named as a party by any Mortgagee or other creditor of said Unit Owner.

10. EASEMENTS. The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity, shall run with the land, and shall inure to the benefit of and be binding upon the Grantor, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Buildings or improvements constituting a part of the Condominium Property, any part of the Common Elements shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Elements, 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 utility systems comprised within the Condominium Property, any pipes, ducts or conduits service 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; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

B. Maintenance Easements. Easements in favor of the Association over the Units and Limited Common Elements for access as may be necessary for the purpose of maintaining the Common Elements and easements in favor of each Unit Owner over the Common Elements for access to his Unit. The Association has the right of entry upon Unit premises and any Limited Common Elements to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacement or maintenance deemed necessary by the Association. Easements in favor of each Unit Owner to and through the Common Elements as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls and for the use of television antennas, subject to the provisions of Section D of Paragraph 11 hereof, on the roofs comprising the Common Elements. Easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

C. Utility Easements. Easements in favor of the Association through the Units and the Limited Common Elements for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the wall of the Units. Other utility easements of record.

D. Easements of Record. All easements of record.

E. Future Easements to Others. Such easements as Grantor, or the Association if the same has been formed, from time to time may hereafter grant to others on behalf of the Condominium Property for utility purposes including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wire over, under and along any portion of the Common Elements, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the Owner or Owners of land benefited thereby shall, at its or their expense, restore the Common Elements to the same condition as existed just prior to the installation of any such utility improvements. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Grantor, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

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 though 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 (as the case may be) or reference to such easements.

11. PURPOSE OF PROPERTY AND COVENANTS AND RESTRICTION AS TO USE AND OCCUPANCY. The following covenants and restrictions as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and Occupant.

A. Purpose of Property. The Condominium Property shall be used for a single family residence purposes for Senior Citizens having obtained the age of 55 years or older and for no other purposes. A Unit Owner or Occupant may use a portion of his Unit for his office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant and further provided that such activities shall not involve the personal services of any Unit Owner or Occupant to a customer or other person or client who comes to the Condominium Property.

B. Obstruction of Common Elements. There shall be no obstruction of, nor shall anything be stored in, the Common Elements, excluding the Limited Common Elements located within the bounds of a Unit, without the prior written consent of the Association.

C. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements, 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 Elements which will result in the cancellation of insurance on the Common Elements, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

D. Exterior Surfaces of Buildings. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of 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 or any part of any of the Buildings without the prior consent of the Association, other than those originally provided by the Grantor.

E. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in the Units, subject to the Rules, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board.

F. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, 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.

G. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity or would structurally change any of the Buildings.

H. Laundry or Rubbish in Common Elements. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Elements not within the bounds of a Unit. The parts of the Common Elements not within the bounds of a Unit shall be kept free and clear of rubbish, debris and other unsightly materials.

I. Lounging or Storage in Common Elements. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements not within the bounds of a Unit except in accordance with the Rules and except that balcony, deck and patio areas may be used for their intended purposes.

J. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property except as provided in Section A of this Paragraph 11, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the Condominium Property, except that (i) the right is reserved by Grantor to place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property, for the purposes of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

K. Alteration of Common Elements. Nothing shall be altered, constructed in, removed from or added to the Common Elements, except as hereafter provided in Paragraph 12, without the prior written consent of the Association, nor shall anything be done which would or might jeopardize or impair the safety or soundness of the Common Elements.

L. Rental of Units. To create a community of resident Unit Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and

preserve the Declaration's fundamental purposes set forth in the Declaration; no Unit can 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, subject to the following:

(i) The above prohibition does not apply to:

(a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

(b) Any Unit Owner leasing or renting their Unit at the time of recording of the amendment with the Franklin County Recorder's Office on September 19, 2016, at Instrument No. 201609190126237, and who has registered their Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"). The Unit Owner of a Grandfathered Unit can continue to enjoy the privilege of leasing that Unit, subject to the restrictions and requirements in subparagraph (iii), until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner, at which time the Unit will no longer be classified as a Grandfathered Unit.

(ii) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit or a specified lessee for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (iii) and (iv) below. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(iii) The leasing of any Unit in accordance with subparagraphs (i) or (ii) above is subject to the following conditions and restrictions:

(a) No Unit can be rented or leased by the Unit Owner for transient purposes, which is defined to mean a rental for any period less than six

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.

(b) The Association has at all times a limited power-of-attorney from and on behalf of any Unit Owner who is more than 30 days delinquent in the payment of any assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Unit Owner's tenant/renter until such delinquency is paid in full.

(c) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The Lessee must abide by the terms of the Declaration, Bylaws, and Rules and regulations. When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the lessee to the Association for the conduct of the lessee and any damage to property.

(d) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules and regulations, or applicable laws, by the tenant, any Occupant of the Unit, or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by State Law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, will be charged to the Unit Owners) and the subject of a special assessment against the offending Unit Owner and made a lien against that Unit.

(iv) Any land contract for the sale of a Unit must be recorded with the Franklin County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

(v) The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, Rules to address and eliminate attempts to circumvent the

meaning or intent of this Section L and in furtherance of the preservation of Sharon Woods Senior Village Condominium Owners' Association as an owner-occupied community and against the leasing of Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Unit by any person or family if the Board, in its sole discretion, determines that the Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section L.

M. Age Restriction. All Occupants of Units shall be Senior Citizens having obtained the age of 55 years or older. This provision shall not restrict the minimum age for ownership of Units.

N. Owner/Resident Information. In accordance with Ohio Revised Code 5311.09(A)(2) and (3), each Unit Owner shall, within thirty days of the recording of this Amendment or within thirty days of title transferring to the Unit Owner, provide to the Association the Unit Owners and/or all Occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Unit Owner. Any change in the information shall be provided to the Board, in writing within thirty days of said change.

O. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

12. INSURANCE.

A. Association Property Insurance.

(i) The Association will carry Property Insurance (also sometimes known as "casualty insurance" or "fire and extended insurance"), subject to a deductible as provided for in Section (A)(v) below, on: (i) the insurable improvements installed by the Grantor or the Association comprising the Common Elements (excluding the Limited Common Elements), (ii) the windows and doors located in the perimeter walls or roof of the Unit, (iii) structural components of the Building located within the Unit, and (iv) all personal property owned by the Association and for which the Association is responsible. In general terms, the Association is responsible for having Property Insurance from the backside of the Unit's perimeter drywall out, excluding the drywall itself. This is commonly known as a "bare walls" Property Insurance policy.

(ii) The Association's Property Insurance will protect against loss or damage by fire and hazards now or in the future embraced by a special form policy, and all other perils that are customarily covered by similarly constructed and situated condominium associations in Franklin County, Ohio. The amount of insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding excavation and foundation costs and other items normally excluded from such coverage, if the cost of 100% full replacement coverage, less the deductible, for Property Insurance is unreasonable expensive, as the Board so determines, the in no event will the coverage be in an amount less than 80% of the then current replacement value, less the deductible and with exclusions as provided for in this Section.

(iii) Subject to the provisions of Section (A)(iv) below, all Association insurance is for the benefit of the Association, each of the Unit Owners, and the holders of mortgages on the Units, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any.

(iv) The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's Property Insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests. A first mortgagee having an interest in a Unit that sustains insurable damage or destruction may, though, participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's Property Insurance will not give rise to any claim against the Association or the Board. However, if no claim is filed, the Association will then self-insure the claim to the extent coverage would have been available under the Association's Property Insurance policy.

(v) The Association's Property Insurance will include a reasonable deductible as determined by the Board.

(vi) Responsibility for Damage.

(a) Association. The Association's liability is limited to losses or damages resulting from its negligence or intentional act. If any loss or repair is due to the Association's negligence or intentional act, then, in such case, the Association is responsible for the cost of such loss or repairs, including any costs not paid due to any insurance deductible amount, to the extent not covered by any Association or Unit Owner insurance policy.

(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, Occupant, tenant, guest, or contractor, then, in such case, the Unit Owner is responsible for the depreciated value of such loss or repairs, including costs not paid for due to any insurance deductible amount, to the extent not paid for by (or should have been covered and paid for by) any Association or Unit Owner insurance policy.

(vii) All policies will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available to the Association, holding as rating of "A" or better by Standard & Poor's Insurance Ratings, or its present day equivalent.

(viii) Notwithstanding anything to the contrary anywhere in this Article 12, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or and other insurance policy or endorsement, that includes any and all such terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board so decided any additional insurance coverage beyond the minimum requirements contained in this Section, 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.

(ix) The Association's Property Insurance policy is to include, as the Board so determines is reasonable from time to time, a "Building Ordinance" or "Law Coverage" Endorsement or their present day equivalent, a "Demolition Cost Endorsement" or its present day equivalent, an "Increased Cost of Construction Endorsement" or its present day equivalent, an "Equipment Breakdown Endorsement" or its present day equivalent, and such other endorsements as the Board so decides on.

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

(i) Any wall coverings, paneling, or other finishing material applied to any wall or ceiling;

(ii) Any finishing materials applied to the floors;

(iii) All interior Unit doors, including the frames;

(iv) All appliances, including built-in appliances, located within and serving only the Unit;

(v) All utility lines and components located within the Unit and serving only the Unit;

(vi) All sinks, faucets, toilets, tubs, showers, and other fixtures located within the Unit and serving only the Unit;

(vii) All kitchen and bathroom cabinets, and

(viii) All heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Unit wherever located.

In addition, the Unit Owner will insurance the Limited Common Elements that serve the Unit, and all betterments or improvements made by the Unit Owner (or a prior owner of the Owner's Unit) wherever located on the Condominium Property.

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

C. Waiver of Subrogation. Each Unit Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree that, in the event any part(s) of the Condominium Property or the fixtures or personal property of anyone located in or on the Condominium Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Unit Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in

this Article 12, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

D. Liability Insurance. The Association must insure itself, the Board, the Unit Owners, and Occupants against liability for personal or bodily injury, disease, illness, or death and for injury to or destruction of property occurring on in or about, or arising from or relating to the Common Elements, including water damage, legal liability, hired automobile, non-owner automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than $2,000,000.00 in respect to personal or bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than $2,000,000.00 in respect to any one occurrence, and to the limit of not less than $2,000,000.00 in respect to damage to or destruction of property arising out of any one accident, all liability insurance will contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Unit Owners, and any Unit Owner who paid all or portion of such deficiency in an amount exceeding their proportionate share thereof based on the percentage of interest in the Common Elements will have a right of contribution for the other Unit Owners according to their respective percentages of interest in the Common Elements. Such policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Units.

E. Worker's Compensation. The Association must carry worker's compensation insurance to the extent as required by law.

F. Fidelity Insurance. The Association must carry fidelity coverage against dishonest acts of person(s) handling Association funds, in an amount not less than the total sum of the Association's reserve account(s), plus the equivalent of three months of assessment income.

G. Other Insurance. The Association may carry such other insurance as the Board may determine in its business judgment discretion, including, errors and omissions insurance and liability insurance for Directors.

13. DAMAGE AND RESTORATION.

A. Damage and Destruction.

(i) 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 is deemed to have delegated, and does delegate on acquisition of any title interest in a Unit, to the Board or its agent, their right to file for and adjust with insurance companies all losses under the Property Insurance policies referred to in Article 12, Section A. In furtherance of this delegation, the Board, and its authorized agents, is and are 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.

(ii) In the event any damage to or destruction of the Common Elements renders 50% or more of the Units then comprised within the Condominium Property untenantable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, elect not to repair or restore such damaged part at a meeting that will be called within 90 days after the occurrence of the casualty. Upon such election, all of the Condominium Property will be subject to an action for sale as on partition at the suit of any Unit Owners. 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, will be considered as one fund and will be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, will receive any portion of their

share of such proceeds until all liens and encumbrances on their Unit have been paid, released, or discharged.

B. Restoration of Buildings.

(i) Unless Unit Owners elect not to restore the damaged property as provided for in Section A, above, following the occurrence of a casualty for which insurance proceeds are recovered, the Association will use insurance proceeds received to defray the cost of repairing and reconstructing all damage to or destruction of the Common Elements, as well as the doors and windows in the perimeter walls and ceilings of the Unit, substantially as such Elements existed immediately before the damage or destruction. However, the Board may provide for the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest. Distribution or payment of Association insurance proceeds for the repair and reconstruction of any Unit, if any, or both, will be determined by the Board.

(ii) 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 or by means of an appropriation from the reserve fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements, as the Board, in its sole discretion, may determine. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

(iii) If the cost of repairs to the Common Elements is less than the amount of such insurance proceeds, the Association will retain the excess in either the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair, and replacement of the Common Elements.

(iv) After any damage to or destruction to components of their Unit or the Limited Common Elements, the Unit Owner must restore their Unit and the Limited Common Elements, including utilities serving the Unit, at the Unit Owner's sole expense, to such minimum standards as the Board

may at any time or from time to time, in its sole discretion, establish and will complete such restoration within eight months after the damage or destruction or such sooner time as the Board determines necessary to properly repair the Common Elements and Limited Common Elements. Minimum standards may include requiring installation of drywall finished with at least one coat of primer, basic floor coverings, and utility lines, ducts, vents, and related fixtures, and equipment.

14. REMOVAL FROM CONDOMINIUM OWNERSHIP. The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311. Provided however, the approval of the Eligible Holders of a First Mortgage Lien on Units to which at least 75% of the votes of Units subject to mortgages held by Eligible Holders of a First Mortgage Lien appertain, shall be required to terminate the Condominium regime. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released or discharged and a certificate setting forth that such election was made shall be filed with the Recorder of Franklin County, Ohio, and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Elements have been paid, released or discharged and shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

15. AMENDMENT OF DECLARATION.

A. Power to Amend. Subject to the Grantor's reserved right to amend and, except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) shall require (i) the consent of 75% of the voting power of Unit Owners, and (ii) the consent of Eligible Holders of a First Mortgage Lien on Units or which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of a First Mortgage Lien appertain. Notwithstanding the foregoing:

(i) The consent of all Unit Owners shall be required for any amendment effecting a change in:

(a) the boundaries of any Unit;

(b) the undivided interest in the Common Elements appertaining to a Unit or the liability for Common Expenses appertaining thereto;

(c) the number of votes in the Association appertaining to any Unit; or

(d) the fundamental purposes to which any Unit or the Common Elements are restricted;

and,

(ii) The appropriate consent of Unit Owners pursuant to Paragraph 14 of this Declaration and the consent of Eligible Holders of a First Mortgage Lien on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium.

(iii) Notwithstanding the above, without a Unit Owner vote, the Board may amend the Declaration in any manner necessary for any of the following purposes:

(a) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(b) To meet the requirements of insurance underwriters;

(c) To bring the Declaration into compliance with the Ohio Condominium Act (Revised Code Chapter 5311);

(d) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(e) To designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in

Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation;

(f) To delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or

(g) To permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Unit Owner.

B. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws) shall be executed with the same formalities as to execution as this Declaration by the Grantor or by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of Franklin County, Ohio.

C. Grantor's Reservation to Amend. Grantor hereby reserves the right to amend this Declaration from time to time, for a period not to exceed seven years from the date the original Declaration is filed for record with the Franklin County Recorder's Office, to add to and to include within the Condominium Property, at the sole election of Grantor, all or any portion of the Additional Land and any Buildings or improvements constructed or to be constructed thereon and to change the percentage of interest of each Unit Owner in the Common Elements established by this Declaration or any amendment thereto. Pursuant to this reservation to amend, the consent of the Unit Owners is not necessary. Additional Land may be added to the Condominium Property at different times. No Additional Land is anticipated to be added so no description is attached. The maximum number of Units on the Additional Land will be the maximum permitted by zoning laws.

Grantor covenants and agrees that all residential Units to be constructed by it on the Additional Land and which may be added to the Condominium Property shall be substantially identical to and comparable in appearance, design and quality to those which are subject to this Declaration.

For the benefit of the Additional Land, Grantor hereby reserves for the Owners and Occupants of residential Units to be constructed on the Additional Land and for itself and its agents, contractors, guests and invitees, easements over the driveways, parking areas and walkways of the Condominium Property for ingress to and egress from all or any part of the Additional Land. Grantor also reserves easements to enter upon the Condominium Property to make connections with and to extend, repair, maintain, expand, replace and change the location of any water lines sanitary or storm sewer lines, surface water drainage, electric lines, telephone lines, T.V. antenna or cable T.V. lines or other utility lines or services for the benefit of the Additional Land. Grantor may grant to any utility company, governmental authority or successor or assign, any easement affecting the Condominium Property which it has reserved hereunder or which is necessary for utility service to people in the general vicinity of the Condominium Property. Provided, however, the use of any easement so reserved or granted shall not unreasonably interfere with the use and enjoyment of the Condominium Property or overburden the capacity of the common facility.

Each Owner by the acceptance of a deed conveying title to the Unit, for himself and all those claiming under him, including mortgagees,

(i) For a period of seven (7) years from the date this Declaration was filed for record, irrevocably appoints Grantor, acting through its duly authorized officers, as his attorney-in-fact, to amend this Declaration by adding Units and the Additional Land upon which they are constructed to the Condominium Property and to determine and adjust the percentage of interest in the Common Elements appurtenant to such Unit to the percentage which is the proportion that the fair value of such Unit bears to the value of all Units as of the date of such amendment the power granted hereby being coupled with an interest.

(ii) Waives the right to contest the validity or legality, of any amendment to this Declaration which shall increase the number of Units and the size of the Common Elements and adjust and reallocate the percentage of the undivided interest of the Owner or Owners of each Unit, in the Common Elements, as set forth in such amendment, and agrees that the percentage of interest in the Common Elements, an undivided interest in which is appurtenant to the Unit of each Owner, shall upon the recording of such amendment be automatically adjusted, by the

partial divestment and release of a percentage of such interest and shall be further adjusted by the covenants and allocation of an interest in the Additional Land, together with any improvements thereon, so that the interest of any Unit Owner, or of the holder of a mortgage on a Unit, shall be in, and attach to, only such Unit Owner's percentage of interest, as amended.

(iii) Agrees that this Declaration, and each amendment hereof, shall be deemed to be in all respects, in compliance with Chapter 5311 and changes in the respective percentages of interests of Unit Owners in the Common Elements, as set forth in any amendment of this Declaration, shall be deemed to be made by the agreement of all Unit Owners.

(iv) Agrees that the portion of the Additional Land, described in each amendment hereof, shall be governed, in all respects, by the provision of this Declaration, and Grantor shall, to the extent necessary for the development of the then remaining Additional Land, have such easements in and over the Common Elements of the Condominium Property as reserved herein, provided the same do not unreasonably interfere with the use of such Common Elements and do not overburden the capacities of such common facilities.

(v) Agrees that the percentage of interest of each Unit Owner in the Common Elements, following an amendment of this Declaration, as provided in this Paragraph 15, shall be in the proportion that the fair value of the Unit Owned bears to the value of all Units, as determined by Developer in such amendment.

The rights and interest of a holder of a deed to, or a mortgage on, any Unit and the interest of such holder, in the Common Elements, shall be subject to the reservation by Developer of the rights and interest set forth in this Paragraph 15 which shall be deemed and constructed to be covenants running with the land for a period of seven (7) years from the date this Declaration is filed for record.

The Grantor has reserved the right and power, for a period of three (3) years from the date of the Declaration, to amend the Declaration and Bylaws. This includes, but is not limited to, amendments necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Federal

Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veteran's Administration or any other such agency, or to comply with any governmental regulations.

16. REMEDIES FOR BREACH OF COVENANTS AND RULES.

A. Abatement and Enjoinment. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any Rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Paragraph 16 and those provided by law, (i) to enter any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the Owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any covenants or provisions contained in this Declaration or in the Bylaws or in the Rules and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of at least ten (10) days prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as a Unit Owner or Occupant and to continue to occupy, use or control his Unit. Thereupon a legal action may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant, or for a decree to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of the Unit Owner or Occupant in his Ownership Interest or interest therein shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such Unit Owner or Occupant from reacquiring his Ownership Interest at such judicial sale. The Association, however, may acquire said Ownership Interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable

attorneys' fees and all other expenses of the proceedings, and all such items shall be taxed against such Unit Owner or Occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, shall be paid to the Unit Owner or Occupant. Upon the confirmation of such sale, the purchaser shall, subject to the rights and privileges of the Association, provided in this Declaration, thereupon be entitled to a conveyance of the Ownership Interest or interest therein and to immediate possession of the Unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Ownership Interest or interest therein subject to this Declaration.

C. Enforcements Assessments. In accordance with Ohio Revised Code 5311.081(b)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of assessments; impose returned check charges; and, in accordance with the procedure outlines in Ohio Revised Code Section 5311.081(c)(1), impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the Rules of the Association, and reasonable charges for damage to the Common Elements.

The Board will impose the following enforcement procedure:

(i) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, that includes:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or assessment;

(c) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(ii) Hearing Requirements:

(a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(b) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

(c) The Board will not levy a charge or assessment before holding a properly requested hearing.

(iii) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(iv) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.

(v) The Association will deliver any written notice required above to the Unit Owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

D. Suspended Rights. In accordance with Ohio Revised Code Section 5311.081(B)(18), when a Unit Owner is delinquent in the payment of assessments for more than thirty days, the Board may, by a majority vote, suspend the privileges of the Unit Owner and/ or right of the Occupants to use the recreational facilities.

E. Cost of Enforcement. The Board may levy reasonable enforcement assessments if any Unit Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) violates any provision of the Declaration, Bylaws, or Rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Condominium Property for which the

Association is responsible to maintain. Said Unit Owner shall pay to the Association, in addition to any other sums due, and enforcement assessments, any charges for damage and all fees, costs, and expenses the Association incurs in connection with the enforcement of any provision of the Declaration, Bylaws, or Rules, and/or repair of damage, including reasonable attorneys' fees and/ or court costs. Said enforcement assessments, charges for damage, fees, costs, and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest of said Unit Owner as further explained and set forth in Declaration Article 9, Section E(iii), as amended.

17. SALE, LEASING OR OTHER ALIENATION.

A. Sale. Subject to the provision or Paragraph 11(L) herein, the right of a Unit Owner to sell, transfer or otherwise convey their Ownership Interest is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer their Ownership Interest free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, at least five (5) days after the time that an interest in a Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that interest a copy of the Condominium organizational documents and all effective Rules and regulations.

B. Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Pursuant to the provisions of the Condominium Act, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by utilizing the following description:

> "Situated in the City of Columbus, Franklin County, Ohio, and described as follows:
>
> Being Unit (insert Unit designation) of Sharon Woods Senior Village Condominium, as the same is numbered and delineated in the Declaration thereof, of record in Official Record _____ at page _____, and

the Drawings thereof, which Drawings are recorded in Condominium Map Records Volume _____, at page _____, all in the records of the Recorder of Franklin County, Ohio (the blanks, above, will contain the recording references of this Declaration and the Drawings).

18. MISCELLANEOUS PROVISIONS.

A. Grantor's Rights Pending Sale of Units. The Grantor, or its designee, may appoint and remove members of the Board of Directors and other officers of the Association and to exercise the powers and responsibilities otherwise assigned by law or this Declaration to the Association, the Board of Directors or other officers. This authorization shall extend from the date of the establishment of the Association until the earlier of (a) five years from that date, or (b) thirty days after the sale and conveyance of Condominium Ownership Interests to which appertain 75% of the undivided interest's in the Common Elements to purchasers in good faith for value. This authority reserved by the Grantor includes the Grantor's right to exercise the powers, rights, duties and functions of the Board, including, without limitation, the power to determine the amount of, and to levy special assessments and assessments for Common Expenses. Until otherwise notified by the Board after Grantor has relinquished its authority set forth in this provision, the Grantor may elect to pay its share of Common Expenses directly to suppliers of goods and services for the maintenance of the Condominium Property in lieu of paying annual or monthly assessments.

B. Notices of Mortgages. Any Unit Owner who mortgages his Ownership Interest, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration of the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgagees of Unit".

C. Notices to Mortgagees. Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

(i) Any proposed amendment of the Condominium organizational documents effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Elements appertaining to any Unit

or the liability for Common Expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Elements are restricted;

(ii) Any proposed termination of the Condominium as a Condominium regime;

(iii) Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;

(iv) Any significant damage or destruction to the Common Elements;

(v) Any decision by the Association not to restore substantial damage or destruction;

(vi) Any decision by the Association to renew or rehabilitate the Condominium Property;

(vii) Any decision by the Association to construct significant new capital improvements not replacing existing improvements;

(viii) Times and places of Unit Owners' meetings; and

(ix) Any default under the Condominium organizational documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

D. Model. Grantor may maintain a Unit as a model for the purpose of display to prospective buyers, and may conduct the business of selling Condominium Units from that model.

E. Covenants Running with the Land. Each grantee of the grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall

inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

F. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311, all easements, covenants and other rights benefits, privileges, impositions and obligations declared herein to run with the land or any Ownership Interest or interest therein shall terminate and be of no further force or effect.

G. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration 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.

H. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

I. Time Limits. If any of the privileges, covenants or rights, created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George Bush, President of the United States of America, and James Carter, former President of the United States of America.

J. Liability. Neither Grantor, nor any subsidiary of Grantor nor any employee, agent, successor or assign of Grantor or any such subsidiary shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Declaration.

K. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his Unit but, if the Grantor

is exercising control pursuant to Section 18A hereof, such notice shall be delivered, as herein provided, to an officer of Grantor.

L. Headings. The heading to each paragraph and each Section hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

M. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class Condominium development.

N. Right of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of this Declaration, the Bylaws, and decisions of the Association which are made pursuant to authority granted the Association. Unit Owners shall have similar rights of action against the Association.

O. Notices to Unit Owners. All notices required or permitted by the Declaration or Bylaws to any Unit Owner will be in writing and is deemed effectively given if it has been sent by regular U.S. mail, first-class postage prepaid, to their Unit address or to another address the Unit Owner designates in writing to the Board, or delivered using electronic mail subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Unit Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Unit Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices by either regular mail or hand delivered.

(ii) An electronic mail or transmission technology to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails, 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 transmission is not delivered or

effective, the Association will deliver the notice or other communication to the Unit Owner by either regular mail or hand delivered.

EXHIBIT A

DESCRIPTION OF 2.551 ACRES OF LAND LOCATED NORTH OF DUBLIN-GRANVILLE ROAD (SR 161) ON THE WEST SIDE OF BEACHCROFT ROAD IN THE CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

See Exhibit "A" of the Declaration of Condominium Ownership for Sharon Woods Senior Village Condominium recorded on or about September 12, 1990, at Volume 15798, Page E12 et seq.

EXHIBIT B

SHARON WOODS SENIOR VILLAGE CONDOMINIUM

DESCRIPTION OF UNITS AND PERCENTAGE OF COMMON OWNERSHIP

UNIT	%OF COMMON AREA	UNIT	% OF COMMON AREA	UNIT	% OF COMMON AREA
100	1.82	200	1.82	300	1.82
101	1.82	201	1.82	301	1.82
102	1.82	202	1.82	302	1.82
103	1.82	203	1.82	303	1.82
104	1.82	204	1.82	304	1.82
105	1.82	205	1.82	305	1.82
106	1.82	206	1.82	306	1.82
107	1.82	207	1.82	307	1.82
108	1.82	208	1.82	308	1.82
109	1.82	209	1.82	309	1.82
110	1.82	210	1.82	310	1.82
111	1.82	211	1.82	311	1.82
112	1.82	212	1.82	312	1.82
113	1.82	213	1.82	313	1.82
114	1.82	214	1.82	314	1.82
115	1.82	215	1.82	315	1.82
116	1.82	216	1.82	316	1.82
		217	1.82	317	1.82
		218	1.82	318	1.82

NOTE: The percentage is approximate. Each Unit is assigned a 1/55th interest in the Common Elements

EXHIBIT C

DRAWINGS

See Exhibit C of the Declaration of Condominium Ownership for Sharon Woods Senior Village Condominium recorded on or about September 12, 1990, at Volume 15798, Page E12 et seq.