

SIXTH AMENDMENT TO DECLARATION AND BY-LAWS  
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP  
THE BARRINGTONS AT WEDGEWOOD  
VILLA CONDOMINIUM COMMUNITY

This Sixth Amendment to the Declaration of The Barringtons at Wedgewood Villa Condominium Community is made on or as of the 8th day of December, 2003

Recitals

A. The Barringtons at Wedgewood Villa Condominium Community is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration and Bylaws of The Barringtons at Wedgewood Villa Condominium Community and the Drawings thereof, recorded in Volume 633, page 259, et seq., Recorder's Office of Delaware County, Ohio; and as the same was amended by the First Amendment thereto, of record in Deed Volume 653, page 236; as amended in the Second Amendment of record in Deed Volume 688, page 630; as the second amendment was rerecorded, of record in O.R. Volume 7, page 2199, and as the same was amended in the Third Amendment of record in Volume 7, page 2210, and as the same was amended in the Fourth Amendment of record in O.R. Volume 203, page 1619, and as the same was amended in Fifth Amendment of record in O.R. Volume 280, page 213 through 221, both inclusive. Together with Drawings thereof, of record in Plat Cabinet 2, Slides 29, 29-A through 29-O, both inclusive, as the same was amended in Plat Cabinet 2, Slide 149, and as the same was amended in Plat Cabinet 2, Slide 234, and as the same was amended in Plat Cabinet 2, Slide 269, and as the same was amended in Plat Cabinet 2, Slide 269 and as the same was amended in Plat Cabinet 2, Slide 739, and as the same was amended in Plat Cabinet 3, Slide 76-76-I, Recorder's Office, Delaware County, Ohio.

B. Pursuant to votes of the unit owners received on November 11, 2003 and by approval of more than 75% of the voting power of the Unit Owners of the Association in said voting it was agreed to make certain amendments to the Declaration as set forth below.

C. Pursuant to the provisions of Article XIX of the Declaration, and the provisions of the Condominium Act, the Unit Owners desire by this amendment to amend the provisions contained in ARTICLE IX and XVII, as hereinafter provided.

Declaration

NOW THEREFORE, the Board of Trustees of the Condominium hereby declares that Article IX is hereby amended as follows:

ARTICLE IX  
MAINTENANCE AND REPAIR

Section 1. Association Responsibility

(a) Common Areas. The Association, to the extent and at such times as the Board, in its exercise of business judgement, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Areas. This

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includes, but is not limited to, utility lines serving more than one Villa Home Unit, the Community entryway features and security system, if any, the private streets, drives and parking areas (excluding the parking areas that are in front of garages and parking areas serving only one individual Villa Home Unit that are categorized as Limited Common Areas), lawns, shrubs, trees and other landscaped areas; including village greens that are part of the Common Areas (but not Limited Common Areas). The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements, with the exception that the Association shall not replace shrubs, trees, and other plant material in Limited Common Areas and Common Areas which were planted by the Villa Home Unit owner(s).

(b) Villa Home Units; Limited Common Areas. The Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining, repairing or replacing, any Villa Home Unit or Limited Common Areas, or component thereof. However, the Association, through its Board shall:

- (i) In every instance in which maintenance, repair or replacement of improvements visible to the exterior is to be made (except as provided in subparagraph (ii), below), have the right and power to cause such maintenance, repair or replacement to be made by the Association, or contractors acceptable to the Board, but, to the extent the net proceeds of insurance made available to it are insufficient to pay the cost thereof, at the cost and expense of the owner or owners of the maintained, repaired, replaced, or benefited Villa Home Unit; and
- (ii) Have the right to have the Association maintain, clean, paint, finish, refinish, replace and/or refurbish the exterior surfaces of the buildings at the Association's expense, and thus as a common expense, as part of a general program for the maintenance and/or improvement of the Community as a whole, if deemed, by the Board, in its sole discretion, necessary to maintain an aesthetically pleasing uniformity in appearance of the exterior of the buildings and structures, or promote public safety, or to prevent damage to or destruction of any other part of the improvements in the Community, or in connection with the installation, maintenance, repair or replacement of public utility apparatus or components serving all or any part of the Community.

Costs, if any, incurred by the Association pursuant to the provisions of Section 1(b)(i) of this Article IX, not covered by the net proceeds of insurance payable to the Association, shall be paid by the owner of the Villa Home Unit maintained, repaired, replaced or benefited, in advance, if required by the Board, or if not paid, and the maintenance, repair, or replacement is made, the cost shall constitute a special individual Villa Home Unit assessment, as hereinafter defined, on the Villa Home Unit owned by that Villa Home Unit owner or owners and on that Villa Home Unit owner or owners.

Section 2. Individual Responsibility

Because of the unique character of the Community, in that it contains free-standing individual single family residential buildings, and thus only a single Villa Home Unit per residential building, the risk of loss as a result of damage or because of wear and tear shall be the Villa Home Unit owner's, and, accordingly, the cost of maintaining, repairing and replacing of all portions of a Villa Home Unit and the Limited Common Areas serving a Villa Home Unit (including the parking spaces in front of the garage and parking areas serving the Villa Home Unit only) shall be borne by the owner(s) of that Villa Home Unit. Except as provided in Section 1(b) of Article IX, maintenance, repair and replacement of the Villa Home Unit and its appurtenant Limited Common Areas shall be that of the owner or owners of that Villa Home Unit, and the cost thereof, to the extent not covered by the net proceeds of insurance maintained by the Association, shall be that of the Villa Home Unit owner or owners. In the event a Villa Home Unit owner shall fail to make a repair or perform maintenance required of that Villa Home Unit owner, or in the event the need for maintenance or repair of any part of the Common Areas or appurtenant Limited Common Areas is caused by the negligent or intentional act of any Villa Home Unit owner or occupant, or is as a result of the failure of any Villa Home Unit owner or his, her or predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Villa Home Unit assessment, as hereinafter defined, on the Villa Home Unit owned by that Villa Home owner or owners and on that Villa Home Unit owners. The determination that such maintenance or repairs is necessary, or has been so caused, shall be made by the Board.

The Board of Trustees of the Condominium hereby further declares that the last paragraph of Article XVII is hereby amended to read as follows:

Notwithstanding the foregoing, assessments with respect to Villa Home Units added to the Community shall commence in the same month that the Amendment adding the same is recorded with the Delaware County Recorder and said assessment shall not be prorated for said month.

IN WITNESS WHEREOF, the undersigned, pursuant to ARTICLE XIX, Section 2, have executed this instrument this 8th day of December, 2003.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

THE BARRINGTONS AT WEDGEWOOD  
VILLA CONDOMINIUM COMMUNITY  
BOARD OF TRUSTEES

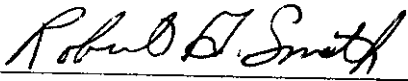
  
\_\_\_\_\_

Witness  
Anton J. KAUFMANN  
\_\_\_\_\_

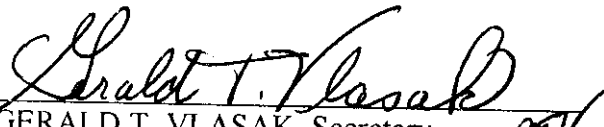
Print Name  
Rosalinde Childers  
Witness Rosalinde Childers

~~GERALD T. VLASAK~~  
\_\_\_\_\_

Print Name

By:   
\_\_\_\_\_

ROBERT G. SMITH, President

By:   
\_\_\_\_\_

GERALD T. VLASAK, Secretary

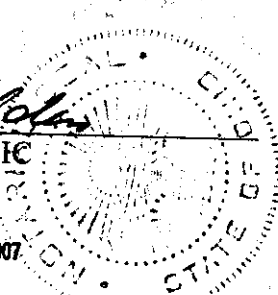
Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

STATE OF OHIO  
COUNTY OF DELAWARE SS:

This Instrument was acknowledged before me and by Robert G. Smith, President and Gerald T. Vlasak, Secretary of The Barringtons at Wedgewood Villa Condominium Community Association Board of Trustees, on its behalf, this 8th day of December, 2003.

Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C.  
DATE 12-12-03 Transfer Tax Paid -0-  
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~  
Delaware County Auditor By R. Wharton

*Rosalinde Childers*  
NOTARY PUBLIC  
ROSALINDE CHILDERS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 29, 2007



200300082167  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
12-12-2003 At 02:17 PM.  
DECLAR AMEN 48.00  
OR Book 453 Page 844 - 847

200300082167  
STEWART TITLE BOX

This instrument prepared by:

J. Christopher Ralston  
Attorney at Law  
519 South 4<sup>th</sup> St.  
Columbus, OH 43206