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'26/2000	200020800160	DOMESTIC ARTICLES/NON-PROFIT (ARN)	25.00	.00	.00	.00	.00

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VORYS, SATER, SEYMOUR & PEASE
52 E. GAY STREET
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1171063

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CAMERON CHASE HOMEOWNERS' ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC ARTICLES/NON-PROFIT	**200020800160**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 21st day of July, A.D. 2000.

J. Kenneth Blackwell

Ohio Secretary of State

ARTICLES OF INCORPORATION OF CAMERON CHASE HOMEOWNERS' ASSOCIATION, INC.

The undersigned, desiring to form a nonprofit corporation under Chapter 1702 of the Revised Code of Ohio, hereby certifies that:

FIRST: The name of the corporation shall be Cameron Chase Homeowners' Association, Inc., (the corporation shall be referred to hereinafter as "Association").

SECOND: The place in Ohio where the principal office of the Association is to be located is the City of Columbus, Franklin County.

THIRD: The purposes for which the Association is formed are generally, to serve as a "homeowners' association" as that term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land within the development for common purposes, including but not limited to detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with restrictions of record for Cameron Chase Subdivision initially recorded June 30, 2000 with the Recorder's office of Franklin County, Ohio, and all other property at any time added to the Cameron Chase Subdivision and made subject to the foregoing restrictions, or this Association.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. Without limiting the foregoing, the Association shall have the authority:

(a) to operate, maintain, repair, replace and landscape the entrance areas and other improvements within Cameron Chase Subdivision, as provided in the Declaration (said subdivision and any future phases are hereinafter referred to as the "Subdivision"); to enforce the obligation for maintenance of perimeter plantings described in the Declaration; to maintain aesthetically and functionally the pedestrian path easements within the Subdivision (if such paths are established by the plat of the subdivision, or by the restrictions); to maintain or enforce the obligation for maintenance of the fencing within the landscape buffer easements all in the manner described in the Declaration; to provide for other matters of concern to the owners of lots located within and more particularly described and depicted on the Subdivision plat or plats or in the declaration or declarations that are or hereinafter will be recorded in Franklin County, Ohio; to own and maintain any other property which may be conveyed to the Association with its consent; to enforce, as determined by the trustees in their sole discretion, the covenants and restrictions set forth in the Declaration, and to purchase, construct, own,

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J. KENNETH BLACKWELL
SECRETARY OF STATE

maintain, and manage any and all facilities and improvements (including personal property) presently or in the future constructed or located on the property of the Association and all of which shall sometimes hereinafter be referred to as the "Property", provided that all of the obligations of the Association shall be subject to the business judgment of the trustees;

(b) to establish uniform rules and regulations pertaining to the maintenance and use of any pedestrian path easements, landscape easements and entrance features and any Property of the Association;

(c) to provide and pay for insurance coverage in such types and amounts as the Association shall determine;

(d) to exercise, to the extent and in the manner determined proper by the trustees in their sole business judgment, all of the powers and privileges or perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Easements, Conditions and Restrictions, initially recorded June 30, 2000, with the Recorder's Office of Franklin County, Ohio, as the same may be amended from time to time or additional phases or property added in accordance with its terms (hereinafter the "Declaration");

(e) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments made pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(f) to acquire (by gift, purchases or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements over, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(g) to borrow money to fulfill its purpose and give security therefor;

(h) to enter into and perform contracts to fulfill its purposes;

(i) to have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law; and

(j) to take any action necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing.

The Association shall not do any act or enter into any agreement or enter into any transaction in any manner which would violate any provision of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Code of Regulations of the Association. The foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm,

corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

FOURTH: The name and addresses of the three (3) initial trustees of the Association who shall serve until the first annual or special meeting or until their successors are duly elected are as follows:

NAME	ADDRESS
Paul S. Coppel	3 Easton Oval, Columbus, Ohio 43219
Mark A. Norris	3 Easton Oval, Columbus, Ohio 43219
Stephen Caplinger	3 Easton Oval, Columbus, Ohio 43219

The number, qualifications, manner, and time of selection of successor trustees, and their terms of office, shall be set forth in the Declaration and Code of Regulations of the Association.

The trustees shall exercise all of the power and authority and discharge all of the duties of the trustees as defined in Chapter 1702 of the Ohio Revised Code, except as such power and authorities may be limited or expanded by the provisions of these Articles, the Declaration, or the Code of Regulations.

FIFTH: Each owner of a fee simple interest in a lot in the Subdivision shall be a member of the Association; provided that owner or owners of each lot in the Subdivision shall be entitled to exercise one vote for each lot that he or she owns or they own; provided further that one hundred percent (100%) of the voting power of the members of the Association shall be entitled to be exercised by the Developer (as defined in the Code of Regulations) on each matter properly submitted to the members for their vote, consent, waiver, release or action until such time as the Developer elects to relinquish that voting right, which relinquishment shall take place not later than the date that the developer ceases to own the fee simple title to at least one of the lots in the Subdivision. The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot; and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner[s] of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

SIXTH: The obligation to pay the assessments imposed by the restrictions shall commence upon the date determined by majority vote of the trustees, in their sole discretion. Notwithstanding any term or condition in the restrictions to the contrary, a quorum for any meeting of the membership shall be that number of members who are entitled to vote who are present in person or by proxy at a meeting. Actions (except the amendment of the restrictions) can be taken upon a majority vote of the members present, in person or by proxy, at any duly noticed meeting.

SEVENTH: Upon the dissolution of the Association and after the return, transfer or conveyance of assets held upon condition which shall have occurred by reason of the dissolution

or otherwise, the trustees of the Association shall distribute all of the remaining assets of the Association in accordance with a plan of distribution adopted by the members of the Association.

EIGHTH: A trustee, member or officer of the Association shall not be disqualified by such office or membership from dealing or contracting with the Association as vender, purchaser, employee, agent, provider or otherwise. No contract or transaction shall be void or voidable with respect to the Association for the reason that it is between the Association and one or more of its trustees, members or officers, or between the Association and any other entity in which one or more of the Association's trustees, members or officers are directors, trustees or officer, or have financial or personal interests, or for the reason that one or more interested trustees or officers participated in or voted at the meeting of the trustees or a committee thereof which authorized such contract or transaction, if in any case (a) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the trustees or the committee and the trustees or committee, in good faith reasonably justified by said facts, authorize the contract or transaction by the affirmative vote of a majority of the disinterested trustees even though the disinterested trustees constitute less than a quorum; or (b) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the members entitled to vote thereon and the contract or transaction is specifically approved at a meeting of the members held for that purpose at which a quorum is present by the affirmative vote of members exercising a majority of the voting power of the members who are present in person or represented by proxy at the meeting and are not interested in the contract or transaction; or (c) the contract or transaction is fair to the Association at the time it is authorized or approved by the trustees, a committee thereof, or the members.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Columbus, Ohio this 20th day of July, 2000.

Paul S. Coppel, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporator of Cameron Chase Homeowners' Association, does hereby appoint the following natural person (a resident in the county in which the Association has its principal office) as the statutory agent of the Association upon whom any process, notice, or demand required or permitted by statute to be served upon the Association may be served. His complete address is:

Paul S. Coppel
M/I Schottenstein Homes, Inc.
3 Easton Oval, Suite 500
Columbus, Ohio 43219

Paul S. Coppel, Sole Incorporator

Ladies and Gentlemen:

I hereby accept appointment as agent of your Association upon whom process, tax notices or demands may be served.

Paul S. Coppel

CODE OF REGULATIONS

OF

CAMERON CHASE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Section 1.01. The name of this Ohio nonprofit corporation shall be Cameron Chase Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the Association is formed are generally, to serve as a "homeowners association" as that term is defined in Section 528 of the United States Internal Revenue Code 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land currently within the Cameron Chase Subdivision, and all other property at any time added to the Cameron Chase Subdivision and made subject to any recorded deed restrictions or this Association, for common purposes, including but not limited to detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with the plat of Cameron Chase Subdivision; to enforce (as determined prudent) all restrictions of record for Cameron Chase Subdivision, (the "Restrictions") and any other plats, amendments or restrictions of record which make property subject to these restrictions, or the Association, including property which may be added in the future.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Each owner of a fee simple interest in a lot in the Development shall be a Member of the Association (hereinafter a "Member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot; membership in the Association which is appurtenant to that interest shall automatically be transferred to the new

owner(s) of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the owner or owners of each lot in the Development shall be entitled to exercise one vote for each such lot that he, she or they own. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Notwithstanding anything herein to the contrary, M/I Schottenstein Homes, Inc. (or its successor), the developer ("Developer") of the Development, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Developer elects to relinquish the voting right, which relinquishment shall take place not later than the date that the Developer ceases to own the fee simple title to at least one of the lots in the Development. At such time as Developer elects to relinquish the voting right, each lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provision hereunder, Developer, including Trustees appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as Members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot. If only one such person attends a meeting, votes or executes a consent then that person may act for all.

Section 2.04. A corporation which is a Member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a Member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder

without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Developer, an annual meeting of the voting Members for the election of trustees, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held on the last Monday in March of each year, or on such other date within one month thereafter as may be designated by the Board of Trustees of the Association (the "Board of Trustees" or the "Board") from time to time. No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association. No meetings of members shall be required prior to the relinquishment of control of the Association by the Developer.

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Trustees acting with or without a meeting, or by Members entitled to exercise not less than ten percent (10%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of Members shall be held at such places as may be specified by the Board of Trustees or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than ten (10) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at his or her address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Trustees may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed therefor, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden or proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the Meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, provided that no action required by law, the Restrictions, the Articles, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time, and at the adjourned meeting any business may be transacted as if the meeting has been held as originally called.

Section 3.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of Members of the Board of Trustees the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at a meeting unless for any particular purpose the vote of a greater percentage of the voting power of all Members is required by law, the Articles, this Code of Regulations or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising a majority of the voting power of all Members or such greater proportion thereof as the Articles, this Code of Regulations, the deed restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote which may be taken at a meeting of Members may also be conducted by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing Members of the Board of Trustees) proportion thereof as the Articles, this Code of Regulations, the deed restrictions or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall also be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF TRUSTEES

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Trustees consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the restrictions, the Articles and this Code of Regulations until they resign, or until their successors are elected and qualified. Members of the Board of Trustees need not be Members of the Association. Before the relinquishment of control of the Association by the Developer, the Developer shall appoint all Trustees. It shall not be necessary for the developer appointed trustees to hold annual or any other periodic meetings. Subsequent to the relinquishment of control of the Association by the Developer, Trustees shall be elected at the regular annual meeting of Members of the Association or at special meetings called for that purpose, beginning with the first meeting conducted upon the relinquishment of control of the Association by the Developer. Beginning with the first annual meeting following the Developer's relinquishment of control, each Trustee who is elected shall serve for a term of one (1) year and until his or her successor is elected and qualified, or until he or she resigns. Any Trustee may be removed at a special meeting of the Members of the Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members.

Section 4.02. Candidates for election as Trustees may be selected by Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Trustee of Trustees. The Nominating Committee may nominate as many candidates as it wishes, provided that it shall nominate not less than the number of Trustees to be elected.

Section 4.03. If any Member of the Board vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining Members thereof may elect a new Trustee to fill the vacancy. If the remaining Trustees cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Trustees shall call a special meeting of the Members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Trustee appointed or elected to fill a vacancy shall hold office for the unexpired term of the Trustee he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Trustees shall hold such meetings from time to time as it deems necessary and such meetings as may be called by the President from time to time. However, following the relinquishment of control of the Association by the Developer, the Board shall meet not less than once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Trustees may determine, or by joint telephone connection if so requested by the President or a majority of the Trustees.

Section 4.05. The President or Secretary shall cause telegraphic or written notice of the time and place of all meetings of the Board of Trustees, regular and special, to be duly served

upon or sent to each Trustee not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Trustee in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Trustee at any board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him or her of notice of the meeting.

Section 4.06. At all meetings of the Board of Trustees a majority of the Members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meetings had been held as originally called. The act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the restrictions, the Articles or this Code of Regulations.

Section 4.07. Members of the Board of Trustees shall not receive any compensation for their services as such, but any Trustee may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of Article VII of the Articles.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting in a writing or writing signed by all of the Trustees, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Trustees may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Trustees and the President must be a Member of the Board. Officers need not be Members of the Association and may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Trustees, to exercise general supervision over the affairs of

the Association and in general to perform all duties incident to the office or which may be required by the Members or the Board. It shall be the duty of the Vice President to perform the duties of the President in the event of his or her absence or disability and such other duties as may be assigned to him or her by the Board.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Trustees, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board. Upon the expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Trustees; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the Members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Trustee may create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its Members at a meeting of the committee or by a writing or writings signed by all of its Members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

INDEMNIFICATION

Section 6.01. The Association shall indemnify any officer or Trustee of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was a Trustee, officer, employee, agent or volunteer of the

Association, or is or was serving at the request of the Association as a director, Trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, with limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and with respect to any criminal action or proceeding, omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of no lo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 6.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(A) the Association shall not indemnify any officer or Trustee of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.02.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Trustee of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, he or she shall be promptly

indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.04. Any indemnification required under Section 6.01 and not precluded under Section 6.02 shall be made by the Association only upon a determination that such indemnification of the officer or Trustee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Trustees of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified, within the past five (5) years, or (C) by the members, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 6.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Trustees under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Trustees under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 shall be evidenced in rebuttal of the presumption recited in Section 6.01. Any determination made by the disinterested Trustees under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Trustee promptly as such expenses are incurred by him or her, but only if such officer or Trustee shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise.

(A) if it shall ultimately be determined as provided in Section 6.04 that he or she is not entitled to be indemnified by the Association as provider under Section 6.01; or

(B) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 6.06. The indemnification provided by Article VI shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or Trustee of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article VI. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 6.08. For purposes of this Article VI, and as examples and not by way of limitation:

(A) A person claiming indemnification under this Article VI shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or

other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

(B) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Trustee, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Trustee, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in Article VI; and

(C) The term "volunteer" shall mean a Trustee, officer or agent of the Association, or another person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to Article Six, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 6.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VI may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the development is located. The Association and (by claiming such indemnification) each such person consents to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of the Ohio county where all or any part of the development is located in any such action, suit or proceeding.

ARTICLE VII

NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Code of Regulations or a resolution of the Members or Trustees, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than sixty-seven percent (67%) of the total voting power of the Members.

Section 8.02. This Code of Regulations also may be deemed to be "Bylaws" to the extent such reference is made in any deed.

Instr:200404020011309 04/02/2004
Pages:21 F:$184.00 11:21AM
Bryan A. Long T20040009120
Licking County Recorder BXLANDAMER

Instr 200006300021004 06/30/2000
Pages 21 Fee $90.00 11:50AM
Patty Albery T20000019709
Licking County Recorder MLTRANSOHI

This document is being re-recorded to correct a Scrivener's error on Exhibit A

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

FOR

CAMERON CHASE SUBDIVISION

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 29th day of June, 2000, by M/I Schottenstein Homes, Inc. an Ohio corporation of 3 Easton Oval, Suite 500, Columbus, Ohio 43219 ("Developer").

A. Developer is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Developer desires to develop the Property into a residential subdivision, and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer or its successors in interest may deem it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction,

damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. The Property is part of a larger tract of land owned and/or intended by Developer for future development, generally consistent with the development of the Property. As Developer acquires and/or develops additional parcels adjacent to the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of Cameron Chase Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of Cameron Chase, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Cameron Chase may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer reserves the right at any time prior to the transfer of the last Lot (as defined hereinafter) owned by it at Cameron Chase, to create an association for the purpose of carrying out and performing certain obligations as described herein. The right so reserved by Developer creates no obligation on Developer's part to create such an association, if Developer determines in the exercise of its sole discretion, that the creation of such an association is not desirable. In the event Developer does not create an association prior to the time it transfers the last Lot owned by it at Cameron Chase, an association may be formed thereafter by the agreement of a majority of the Owners. In recognition of the benefits which may result from a homeowners' association, and in further recognition of the detrimental impact which an improperly organized association may have on the Property, Developer establishes and declares that in the event an association is established, whether by Developer or by any Owners, the purpose of which is to own and/or maintain any portion of the Property on behalf of the various owners of Lots in the subdivision, said association shall be formed and shall operate in accordance with the terms and

conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such association's operations shall be deemed mere surplussage, and shall not affect the validity or enforceability of any other provision hereof.

II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Association by each Owner annually.

B. "Assessments" - collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. If formed, the Association shall be named Cameron Chase Homeowners' Association, Inc., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

D. "Association Documents" – the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" - the board of trustees or other management body of the Association.

F. "Common Expenses" - expenses incurred in maintaining the Common Property.

G. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners.

H. "Developer" - M/I Schottenstein Homes, Inc. and any manager, general partner, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

I. "Improvements" - all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

J. "Lot" - a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use.

K. "Lot Assessment" an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

L. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

M. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

N. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

O. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

P. "Reserve Fund" - the fund established pursuant to Article IX.

Q. "Rules" - the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII.

R. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund.

S. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

T. "Turnover Date" - the date described in Article IX, Paragraph C.

III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D Establishment of requirements for the development and use of the Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. No automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans, motorcycles and any vehicle other than any light pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.

K. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Tree. Developer may designate one (1) or more trees as deemed necessary by Developer along the street in front of each Lot. If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design in giving uniformity to the subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Design Review Board.

R. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit fencing or walls of certain types, and to prohibit fencing or walls in certain areas. All fencing and walls shall conform to the standards set forth by the Design Review Board, and shall be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences or walls shall be constructed of wood, approved plastic, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted;

2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the

property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps;

4. Treated wood split rail fences are permitted. Dark painted wire mesh or plastic mesh attached to a split rail fence is permitted; and

5. Decorative wood and plastic fencing is permitted by approval of the Design Review Board or its assigns.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

S. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article IV, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna.

V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. If no Association exists at any time on or after the Turnover Date, the Design Review Board shall consist of three (3) members elected by the Owners, at an annual election at which the owner(s) of each Lot shall have 1 vote (one vote per lot, regardless of the number of owners). The then current Board shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No

Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provide in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Improvements by Developer. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common

Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

E. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of Cameron Chase, upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Developer reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by the Developer, the State or the Association, the responsibilities of the Lot owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Developer reserve or establish Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, Developer has not reserved any Special Easements.

F. No-Build Zones; Preservation Zone. Any areas designated on the recorded plat(s) of Cameron Chase, in prior deed restrictions, or on Exhibit B, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-

Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof. The zone designated on the recorded plat as a "Preservation Zone" shall be and remain undisturbed by all Owners, and no Improvements of any kind shall be located therein, and no landscaping material shall be placed therein or removed therefrom.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Common Property in an amount as is commonly required by prudent institutional mortgage investors.

2. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Article X Paragraph D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association.

IX. ASSESSMENTS

A. Reserve Fund. The Board may establish a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property.

B. Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, (which may include amounts, if any, for the Reserve Fund -- as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing to the contrary (i) prior to January 1, 2001 in no event shall the Annual Assessments for each Lot exceed One Hundred Fifty Dollars ($150.00); and (ii) prior to the date that Developer relinquishes its right to appoint members of the Board as set forth in the Association Documents (the "Turnover Date"), Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

D. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not

less than 30 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, together with an administrative collection charge of $25.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the

State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property.

The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

MISCELLANEOUS TERMS

XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments. Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional,

different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

D. Developer's Rights to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning resolution which affects all or any portion of the Property; provided, however, that only real property owned by Developer shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

(a) any proposed amendment of this Declaration;

(b) any proposed termination of the Association; and

(c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

Signed and acknowledged in the presence of:

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio corporation

Witness Name: Janis A. Eckstein

By: _____
Paul S. Coppel, President Land Operations/ General Counsel

Witness Name: Vicki H. Larmee

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 29th day of June, 2000, by Paul S. Coppel, President Land Operations/General Counsel of M/I Schottenstein Homes, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

JANIS A. ECKSTEIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 27, 2002

This instrument Prepared By:

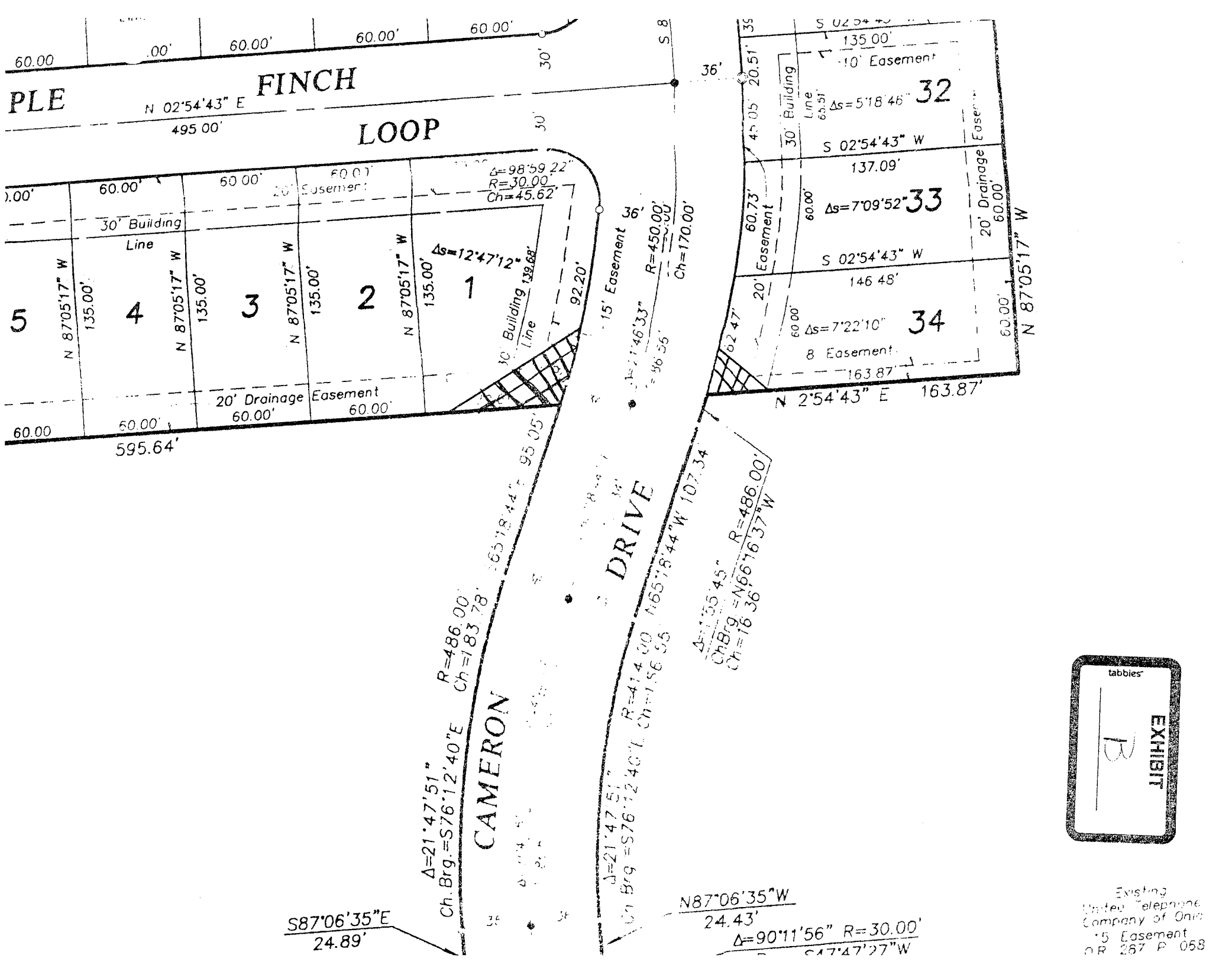
David A. Dye, Esq.
SWEDLOW, BUTLER, LEVINE, LEWIS & DYE CO., LPA
10 W. Broad Street, Suite 2400
Columbus, Ohio 43215

TRANSFER NOT NECESSARY
Date April 2 2004
Licking County Auditor

EXHIBIT A

Situated in the State of Ohio, County of Licking, Township of Etna and being more particularly described as follows:

Being Lots Numbered One (1) through Thirty-four (34), both inclusive, of CAMERON CHASE SECTION 1 PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 16, pages 229, 230 and 231, Recorder's Office, ~~Franklin~~ Licking County, Ohio.


FINCH
LOOP
CAMERON
DRIVE
PLE
N 02°54'43" E
495.00'
60.00'
60.00'
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60.00'
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20' Drainage Easement
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N 87°05'17" W
135.00'
5
4
3
2
1
Δ=12°47'12"
Δ=98°59'22"
R=30.00'
Ch=45.62'
139.68'
92.20'
15' Easement
R=450.00'
Ch=170.00'
S 02°54'43" W
137.09'
146.48'
163.87'
N 2°54'43" E
163.87'
N 87°05'17" W
135.00'
10' Easement
Δs=5°18'46"
32
Δs=7°09'52"
33
Δs=7°22'10"
34
60.73'
20' Easement
20' Drainage Easement
60.00'
8' Easement
R=486.00'
Ch=183°78'
Δ=21°47'51"
Ch.Brg.=S76°12'40"E
R=414.00'
Ch=156.55'
Ch.Brg.=N65°16'44"W
107.34'
Δ=15°45'
Ch.Brg.=N66°16'37"W
Ch=16.36'
S87°06'35"E
24.89'
N87°06'35"W
24.43'
Δ=90°11'56"
R=30.00'
S47°47'27"W
tabbies
EXHIBIT
B
Existing
United Telephone
Company of Ohio
5' Easement
O.R. 287 P. 068

Instr:200105150016723 05/15/2001
Pages:3 F:$20.00 1:13PM
Bryan A. Long T20010016201
Licking County Recorder MEPLANDAME

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CAMERON CHASE SUBDIVISION

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CAMERON CHASE SUBDIVISION (the "First Supplemental Declaration") is made as of the 11th day of May, 2001, by M/I Schottenstein Homes, Inc., an Ohio corporation (hereinafter referred to as "Developer").

WHEREAS, on June 30, 2000 Developer filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Cameron Chase Subdivision recorded at Instrument Number 200006300021004 in the office of the Recorder, Licking County, Ohio (the "Declaration");

TRANSOHIO RESIDENTIAL TITLE BOX
3 EASTON OVAL #230 COLS OH 43219

WHEREAS, pursuant to the terms of Paragraph I A of the Declaration, Developer reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions and restrictions, and provisions of the Declaration;

WHEREAS, the Developer is the owner of all the real property located in Licking County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, easements, conditions and restrictions, provisions of the Declaration; and

WHEREAS, the real property described in Exhibit A is part of the additional property;

NOW THEREFORE, pursuant to the powers reserved in Paragraph I A of the Declaration, Developer hereby declares that:

1. Defined Words and Phrases. Unless otherwise defined herein, capitalized words and phrases herein shall have the meaning assigned to such words and phrases in the Declaration.

2. Additional Property. All the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

3. Effect of Amendment. In the case of conflict between the Declaration, and this First Supplemental Declaration, the terms of this First Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this First Supplemental Declaration shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Supplemental Declaration as of the date first above written.

Signed in the Presence of:

Witness Name: Janis A. Eckstein

Witness Name: Laura J. Elliott

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio corporation

By: _____
Paul S. Coppel
President Land Operations/General Counsel

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 11th day of May, 2001, by Paul S. Coppel, President Land Operations/General Counsel of M/I Schottenstein Homes, Inc., an Ohio corporation, on behalf of the Developer.

Notary Public

JANIS A. ECKSTEIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 27, 2003

This instrument prepared by: Developer

TRANSFER NOT NECESSARY
Date May 15 2001
Licking County Auditor

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EXHIBIT A

Situated in the State of Ohio, County of Licking, Township of Etna and being further described as follows:

Being Lots numbered Sixty-one (61) to Ninety-three (93), both inclusive, of CAMERON CHASE SECTION 3 PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 16, pages 306, 307, 308, and 309, Recorder's Office, Licking County, Ohio.

Instr:200203010007895 03/01/2002
Pages:3 F:$20.00 12:38PM
Bryan A. Long T20020005836
Licking County Recorder MEPLANDAME

TRANSOHIO RESIDENTIAL TITLE BOX

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CAMERON CHASE SUBDIVISION

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CAMERON CHASE SUBDIVISION (the "Second Supplemental Declaration") is made as of the 28th day of February, 2002, by M/I Schottenstein Homes, Inc., an Ohio corporation (hereinafter referred to as "Developer").

WHEREAS, on June 30, 2000 Developer filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Cameron Chase Subdivision recorded at Instrument Number 200006300021004 in the office of the Recorder, Licking County, Ohio, as supplemented by that certain First Supplemental Declaration of Covenants, Easements, Conditions and Restrictions for Cameron Chase Subdivision (collectively the "Declaration");

WHEREAS, pursuant to the terms of Paragraph I A of the Declaration, Developer reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions and restrictions, and provisions of the Declaration;

WHEREAS, the Developer is the owner of all the real property located in Licking County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, easements, conditions and restrictions, provisions of the Declaration; and

WHEREAS, the real property described in Exhibit A is part of the additional property;

NOW THEREFORE, pursuant to the powers reserved in Paragraph I A of the Declaration, Developer hereby declares that:

1. Defined Words and Phrases. Unless otherwise defined herein, capitalized words and phrases herein shall have the meaning assigned to such words and phrases in the Declaration.

2. Additional Property. All the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

3. Effect of Amendment. In the case of conflict between the Declaration, and this Second Supplemental Declaration, the terms of this Second Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this Second Supplemental Declaration shall remain the same and in full force and effect.

TRANSFER NOT NECESSARY
Date March 1, 2002
Licking County Auditor

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IN WITNESS WHEREOF, the Developer has executed this Second Supplemental Declaration as of the date first above written.

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio corporation

By: _____
Paul S. Coppel
President Land Operations/General Counsel

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 28th day of February, 2002, by Paul S. Coppel, President Land Operations/General Counsel of M/I Schottenstein Homes, Inc., an Ohio corporation, on behalf of the Developer.

_____
Notary Public

JANIS A. ECKSTEIN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 27, 2002

This instrument prepared by: Developer

[illegible]

EXHIBIT A

Situated in the State of Ohio, County of Licking, Township of Etna and being further described as follows:

Being Lots numbered Ninety-four (94) to One Hundred Eleven (111), both inclusive, of CAMERON CHASE SECTION 3 PART 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 16, pages 390 and 391, Recorder's Office, Licking County, Ohio.

Instr:200212240048388 12/24/2002
Pages:3 F:$18.00 9:00AM
Bryan A. Long T20020041317
Licking County Recorder BXLANDAMER

TRANSOHIO RESIDENTIAL TITLE BOX

THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CAMERON CHASE SUBDIVISION

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CAMERON CHASE SUBDIVISION (the "Third Supplemental Declaration") is made as of the 18th day of December, 2002, by M/I Schottenstein Homes, Inc., an Ohio corporation (hereinafter referred to as "Developer").

WHEREAS, on June 30, 2000 Developer filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Cameron Chase Subdivision recorded at Instrument Number 200006300021004 in the office of the Recorder, Licking County, Ohio, as supplemented by that certain First Supplemental Declaration of Covenants, Easements, Conditions and Restrictions for Cameron Chase Subdivision recorded at Instrument Number 200105150016723 in the office of the Recorder, Licking County, Ohio, as supplemented by that certain Second Supplemental Declaration of Covenants, Easements, Conditions and Restrictions for Cameron Chase Subdivision recorded at Instrument Number 200203010007895 in the office of the Recorder, Licking County, Ohio (collectively the "Declaration");

WHEREAS, pursuant to the terms of Paragraph I A of the Declaration, Developer reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions and restrictions, and provisions of the Declaration;

WHEREAS, the Developer is the owner of all the real property located in Licking County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, easements, conditions and restrictions, provisions of the Declaration; and

WHEREAS, the real property described in Exhibit A is part of the additional property;

NOW THEREFORE, pursuant to the powers reserved in Paragraph I A of the Declaration, Developer hereby declares that:

1. Defined Words and Phrases. Unless otherwise defined herein, capitalized words and phrases herein shall have the meaning assigned to such words and phrases in the Declaration.

2. Additional Property. All the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

3. Effect of Amendment. In the case of conflict between the Declaration, and this Third Supplemental Declaration, the terms of this Third Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this Third Supplemental Declaration shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Third Supplemental Declaration as of the date first above written.

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio corporation

By: _____
J. Thomas Mason
Senior Vice President/General Counsel

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by J. Thomas Mason, Senior Vice President/General Counsel of M/I Schottenstein Homes, Inc., an Ohio corporation, on behalf of the Developer.

_____
Notary Public

KIMBERLY L. McCOY
Notary Public, State of Ohio
My commission expires 9-16-2003

This instrument prepared by: Developer

TRANSFER NOT NECESSARY
Date December 23, 2002
_____
Licking County Auditor

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EXHIBIT A

Situated in the State of Ohio, County of Licking, Township of Etna and being further described as follows:

> Being Lots numbered One Hundred Twelve (112) to One Hundred Sixty-eight (168), both inclusive, of CAMERON CHASE SECTION 4, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 17, pages 126 and 127, Recorder's Office, Licking County, Ohio.