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201100007722
BETH PROBST
186 CRESSINGHAM LN
POWELL OH 43065

ARTICLES OF INCORPORATION

OF

THE CHAMBERS GLEN ASSOCIATION

In compliance with the requirements of the provisions of Revised Code Chapter 1702, the undersigned hereby forms a not-for-profit corporation and certifies:

ARTICLE I

The name of the corporation is The Chambers Glen Association, "the Association".

ARTICLE II

Principal Office

The principal office of the Association shall be at such place in the Village of Powell, Delaware County, Ohio, as the Board of Trustees of the Association shall specify from time to time.

ARTICLE III

Purpose of Powers

This Association does not contemplate pecuniary gain or profit to members thereof, and the specific purposes for which it is formed are:

(a) To maintain the entranceway of The Chambers Glen Subdivision where the same is located on the north side of Powell Road, Delaware County, Ohio and where the same enters into said Subdivision in a northerly direction on Cressingham Lane, including but not limited to maintaining the entranceway signs and the lighting and electrical system which service and light the signs and entranceway, maintaining the landscaping at said entranceway into the Subdivision and that land and/or right of way which abuts the north side of Powell Road and extends both easterly and westwardly from Cressingham Lane, and, if approved by the Association thereafter, to landscape and construct improvements therein and thereon which will be attractive and appealing.

(b) to exercise all of the powers and privileges and perform all of the duties of the Association as set forth in the "Declaration of Covenants, Easements, Restrictions and Assessment Liens for Chambers Glen" (the "Declaration"). The Declaration appears of record in Deed Book 645, page 479 et seq. of the Delaware County Ohio records;

(c) establish and enforce reasonable rules and regulations for the use and maintenance of the entranceways, which are grassy areas located on Cressingham Lane in Chambers Glen;

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

(e) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) borrow money to fulfill its purposes;

(g) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by law; and

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

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provisions of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Restrictions, or the Code or Regulations of the Association, nor shall it carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to its members, as such, except for distributions of assets on dissolution and winding up.

ARTICLE IV

Membership

Every person or entity who is the record owner of a fee or undivided fee simple interest in any Lot in Chambers Glen shall be a member of the Association, and is called a "member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and transfer of a Lot shall automatically transfer membership to the transferee, together with all rights of the transferor with respect to the Open Space (notwithstanding that the Open Space is located in an easement or right of way) to which ownership of such Lot related. Voting rights of members shall be as set forth in the Restrictions, and in the Code of Regulations.

ARTICLE V

Board of Trustees

The names and addresses of the persons who are initially to act in the capacity of trustees, until the selection of their successors (as provided in the Code of Regulations) are:

Name	Address
Ann Wiseman	90 Timberknoll Loop Powell, Ohio 43065
Steven McCarty	126 Cressingham Lane Powell, Ohio 43065
Louis Buonavolonte	60 Timberknoll Loop Powell, Ohio 43065
William Todd	135 Cressingham Lane Powell, Ohio 43065
Alexis Palmer	136 Cressingham Lane Powell, Ohio 43065

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

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

ARTICLE VI

Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the Code of Regulations.

ARTICLE VII

Indemnification

(1) Third Party Actions. The Association shall indemnify any person 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 all appeals (other than an action, suit, or proceeding by or in the right of the Association) by reason of the fact that that person is or was a trustee or officer of the Association or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal act nor proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(2) Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit, including all appeals, 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 or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit 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, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court shall deem proper.

(3) After Successful Defense. To the extent that a trustee, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the proceeding paragraphs, or in defense of any claim issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

(4) Other Determinations of Rights. Except as otherwise provided in paragraph 3 of this Article, any indemnification under paragraphs 1 and 2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the trustee, officer, or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraph 1 or 2. Such determination shall be made by (1) the court having jurisdiction of the action, suit, or proceeding against such trustee, officer, or employee of a suit involving his or her right of indemnification,

or (2) a majority vote of those trustees who were not and are not parties to such action, suit, or proceeding (whether or not such majority constitutes a quorum), or, if there are not at least two such trustees of the Association then in office, other than those involved in such matter, by a majority of a committee (selected by the Board of Trustees) of three or more persons (not including any person involved in such matter) who are, to the extent possible, members of the Association, provided that such indemnity in case of a settlement shall not be allowed by such committee unless it is found by independent legal counsel (meaning a lawyer who is not a trustee, officer, or employee of the Association, and is not a partner or professional associate of a trustee, officer, or employee of the Association) that such settlement is reasonable in amount and in the best interest of the Association. In the case independent legal counsel is so used, he or she shall be compensated by the Association.

(5) Indemnification of Agents; Employees and Other Representatives. The Association may, from time to time and in its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her in any such capacity or arising out of that person's status as such, in the same manner and to the same extent as provided herein for trustees and officers of the Association.

(6) Advances of Expenses. Expenses of each person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals or threat thereof) may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Trustees, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the trustee, officer, or employee, to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

(7) Nonexclusiveness; Heirs. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under these Articles, the Regulations, any agreement, vote of members, any insurance purchased by the Association, 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 a trustee, officer, or employee and shall inure to the benefit of the heirs, executors and administrators of such person.

(8) Purchase of Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, agent, or employee of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions of this Article or of the Ohio Non profit Corporation Law.

ARTICLE VIII

Net Earnings and Dissolution

(1) Net Earnings. No part of the net earnings of the Association shall inure to the benefit of or be distributable to the members, trustees, officers, or other persons, except that the Association shall be authorized and empowered to reimburse any trustee, officer, or member for the actual expenses incurred in the performance of that individual's duties and in the furtherance of the purposes set forth in Article I.

(2) Dissolution. The Association shall exist so long as any restrictions remain applicable to any Lot, which restrictions are enforceable by the Association. Each holder or insurer of a first mortgage upon any Lot shall be entitled to timely written notice of any proposed termination of the Association.

ARTICLE IX

Definitions

All terms used herein shall have the same meanings as set forth in the Restrictions.

ARTICLE X

Amendments

(1) The Articles may be amended only with the affirmative approval of members exercising no less that two-thirds of the voting power of members. Notwithstanding the foregoing, and in addition thereto, the consent of all members present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, shall be required for any amendment hereto which effects a change in (1) the method of dividing the assessments, (2) the method of voting on Association matters, and (3) the fundamental purposes for which the Association is organized.

(2) Effective with the 2001 dues, the due date will be March 1st unless a hardship waiver has been requested and granted by the Trustees. After 30 days a $100 late fee will be assessed. After 60 days a lien on property will be pursued for the amount of the unpaid dues plus the late fee and interest at 10% plus costs.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of December, 20000.

THE CHAMBERS GLEN ASSOCIATION

By: William M. Todd
William M. Todd, Sole Incorporator

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being the Sole Incorporator of The Chambers Glen Association hereby appoints Andrew Service Corporation, 41 South High Street, Suite 1300, Columbus, Ohio 43215 to serve as statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the Association may be served.

THE CHAMBERS GLEN ASSOCIATION

By: William M. Todd
William M. Todd, Sole Incorporator

ACCEPTANCE OF APPOINTMENT

The undersigned, Andrew Service Corporation, named herein as statutory agent for The Chambers Glen Association, hereby acknowledges and accepts the appointment of statutory agent for said Association.

ANDREW SERVICE CORPORATION

By: James P. Mulroy
James P. Mulroy, Vice President

CODE OF REGULATIONS

OF

THE CHAMBERS GLEN ASSOCIATION

ARTICLE I

Definitions

All of the terms used herein shall have the same meanings as set forth in that certain document entitled "Declaration of Covenants, Easements, Restrictions and Assessment Liens for Chambers Glen," Book 645, pages 479 et seq., having been recorded in the Delaware County, Ohio Recorder's Office, with respect to the real property described therein, as those Declaration may be lawfully amended from time to time. A copy of the Declaration is attached hereto as Exhibit A.

ARTICLE II

Name and Location

The name of the Association is The Chambers Glen Association. The principal offices of the Association shall be as provided by the Articles.

ARTICLE III

Members

Section 1. Composition. Each lot owner, as defined in the Declarations, including the Developer, so long as it is a Lot owner, is a member of the Association.

Section 2. Privileges of Membership. Membership shall entitle the holder thereof, or its representative in the event that the member is not an individual or individuals, to all the privileges of membership, including the rights to vote and to hold office in accordance with the provisions hereof; to have free access to all facilities; and to invite guests in accordance with the provisions hereof. Persons in the family of a member who live with the member, tenants in possession of a Lot who live with such tenant, but who are not themselves members, shall have all privileges of membership, except that they shall not have the right to vote or to hold office. Any person entitled to membership shall make such fact known to the Association. Until such fact is made known to the Association, the member may not vote, receive notice of meeting nor enjoy any other privileges or benefits of membership.

Section 3. Voting Rights. The record owner of any Lot shall have one vote for each Lot by such owner. If more than one person or entity owns any single Lot, then the owners shall determine, among themselves, who shall be entitled to exercise the single vote for each Lot. If the owners of any Lot cannot jointly agree as to which of them shall be entitled to exercise the

vote attributable to that Lot, then the right to vote shall be forfeited until such time as the owners designate which of them shall exercise such vote.

Section 4. Annual Meetings. Regular annual meetings of the members shall be held each year hereafter, on a date, at an hour, and at a location in Delaware County, Ohio, established, from time to time, by the trustees.

Section 5. Special Meetings. Special meetings of the members may be called at any time by the president, by a majority of the trustees, or upon written request of members entitled to exercise one-fourth (1/4) or more of the voting power of members, and shall be held on such date, at such hour, and at such location within Delaware County, Ohio as specified by the person calling the meeting.

Section 6. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the person or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five days before the meeting. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 7. Quorum. The members present, in person or by proxy, at any duly called and noticed meeting of members, shall constitute a quorum for such meeting.

Section 8. Proxies. At any meeting of members a member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall. be revocable and shall automatically cease upon conveyance by a member of his, her, or its Lot.

Section 9. Voting Power. Except as otherwise provided herein, in the Articles or in the Declarations, or by law, a majority of the voting power of members voting on any matter that may be determined by the members at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of members except as otherwise specifically provided herein or in the aforesaid documents.

Section 10. Action in Writing Without Meeting. Any action that could be taken by members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of members having not less than two-thirds (2/3) of the voting power of members.

ARTICLE IV

Board of Trustees

Section 1. Initial Trustees. The trustees shall initially be those named in the Articles.

Section 2. Successor Trustees. At the first annual meeting of members next following the Turnover Date, the members shall elect five trustees for staggered terms ending at the next three successive meetings. At such annual meetings thereafter, the members shall elect trustees to replace the trustees whose term then expires, for a term of three years.

Section 3. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the members. In the event of death, resignation, or removal of a trustee other than one named in the Articles, without the election of a successor trustee at the same meeting, that trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of members, when a trustee shall be elected to complete the term of such deceased, resigned, or removed trustee.

Section 4. Nomination. After the initial trustees, nominations for the election of trustees to a elected by the members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board, and two or more members appointed by the Board. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the members shall be by secret written ballot for each contested trustee position. At such elections the members or their proxies may exercise, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the members at a meeting duly called and noticed for such purpose, no trustee shall receive compensation for any service rendered to the Association as a trustee. However, any trustee may be reimbursed for his, her, or its actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two trustees, after not less than three days' notice to each trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of trustees entitled to exercise a majority of the voting power of trustees, shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Restrictions or Articles, or by law, vote of a majority of the trustees voting on any matter that may be determined by the trustees at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 11. Action in Writing Without Meeting. Any action that could be taken by trustees at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions hereof and of the Articles or Restrictions, that are not specifically and exclusively reserved to the Lot owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, this Code, the Restrictions and the Articles;

(b) obtain insurance coverage, and cause officers and employees having fiscal responsibilities to be bonded, as the Board deems appropriate;

(c) enforce the covenants, conditions, and restrictions set forth in the Restrictions

(d) maintain the eastern and western entranceways into the subdivision on the north side of Powell Road where the same intersects with Cressingham Lane in an attractive and safe and aesthetically appealing manner all as more specifically set forth herein and in the Articles of Incorporation and the Declarations;

(e) establish, enforce, levy and collect assessments as provided in the Declarations;

(f) adopt and publish rules and regulations governing the use of the right of way and the personal conduct of Lot owners and their guests thereon, and establish penalties for the infraction thereof;

(g) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provision of the Restrictions);

(h) declare the office of a member of the Board to be vacant in the event such trustee shall be absent from three consecutive regular meetings of the Board;

(i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the Association's affairs; and

(j) do all things and take all. actions, permitted to be taken by the Association by law, hereby, or by the Articles or Restrictions, not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by members representing one-half (1/2) or more of the voting power of members;

(b) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declarations, to

(i) fix the amount of assessments against each Lot as provided therein and/or in the Articles or this Code;

(ii) give written notice of each assessment to every member subject thereto within the time limits set forth therein, and

(iii) foreclose the lien against any Lot for which assessments are not paid within a reasonable time after they are authorized by the Declarations, the Articles or this Code of Regulations to do so, or bring an action at law against the members personally obligated to pay the same, or both;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) keep the improvements, if any, erected on the entranceway, and landscaping areas insured against loss by fire and other hazards, and, if the Board deems it desirable, maintain liability insurance in such amount as is deemed sufficient by the Board;

(f) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declarations;

(g) cause the restrictions created by the recorded Declarations to be enforced; and

(h) take all other actions required to comply with all requirements of law, the Articles, and the Declarations.

ARTICLE V

Officers

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice-president, a secretary, a treasurer, and such other officers as the Board may from time to time determine. Officers must be a member of the Association and a trustee. The same person may hold more than one office.

Section 2. Selection and Term. The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the day of receipt of such notice or any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be such duties as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds, and other written agreements.

(b) Vice President. The vice president shall preside at meetings of the Board in the absence of the president, and shall have such other duties and responsibilities assigned by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and its members, serve notice of meetings of the Board and of the members, and keep appropriate current records showing the names of members of the Association, together with their addresses, and shall act in the place and stead of the president's absence or refusal to act.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank account all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Lot owners at the annual meeting, and deliver or mail a copy of each to each of the Lot owners of record.

ARTICLE VI

Committees

The Board shall appoint nominating committees, as it deems appropriate in carrying out its purposes.

ARTICLE VII

Books and Records

The books, records, and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by members and the holders and insurers of first mortgages on Lots. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by members, lenders and their insurers, and prospective purchasers, current copies of the Association's organization documents and its rules and regulations.

ARTICLE VIII

Audits

Upon written request to the Association by an institutional first mortgagee of a Lot, or its insurer, or by vote of the holders of a majority of the voting power of members, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX

Fiscal Year

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

ARTICLE X

Any modification or amendment of this Code shall be made only in the manner and subject to the approvals, terms and conditions set forth in the Articles.

IN TESTIMONY WHEREOF, the undersigned, the members of the Association, have caused this Code to be duly adopted on or as of the ____day of _____, 2000.

The foregoing Code of Regulations is to the best of my knowledge a true and accurate copy of the Code of Regulations as contained in the records of the Association.

IN WITNESS WHEREOF, the President of The Chambers Glen Association has hereunto set her hands this 9th day of March, 2011

President

Elizabeth A. Parker

Printed

Notarized this 9th of March 2011 Stacie L Hines

STACIE L. HINES
NOTARY PUBLIC • STATE OF OHIO
Recorded in Delaware County
My commission expires Feb. 4, 2013

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, AND ASSESSMENT LIENS FOR CHAMBERS GLEN

This is a Declaration of Covenants, Easements, Restrictions and Assessment Liens made on this 7 day of July, 1998, by **AVONDALE ASSOCIATES**, an Ohio general partnership (hereinafter referred to as "Declarant").

Background

A. Declarant is the owner in fee simple of certain real estate, situated in the Village of Powell, County of Delaware and State of Ohio, and known as:

> Being Lots Numbered Two Thousand Two Hundred Seventy-three (2273) through Two Thousand Three Hundred Nine (2309), both inclusive, of CHAMBERS GLEN, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 2, Slides 82 and 82A, Recorder's Office, Delaware County, Ohio.

B. Declarant intends, during the course of development of the Chambers Glen subdivision (the "Subdivision), to install certain landscaping and other improvements along Powell Road, Cressingham Lane and, on Reserve "A" (or Lot Number 2309) and Reserve "B" (or Lot Number 2308) (hereinafter sometimes the "Reserves"), as well as entrance features, signs, fencing, and walks for the benefit of Declarant as well as owners of all of the lots in the Chambers Glen subdivision,

C. Declarant desires to create a plan of restrictions, easements, and covenants concerning the Lots in the Subdivision and to retain in Declarant plan approval of the dwelling units to be constructed on the Lots in the Subdivision. The easements and covenants shall also relate to the overall development for the benefit of and to protect the interests of the public, Declarant, each Lot Owner, and their respective heirs, personal representatives, successors and assigns.

Covenants, Restrictions, Easements, Assessments and Liens

Now, therefore, Declarant hereby declares that the Lots and Reserves shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions which are for the purpose of protecting the values and desirability of, and which shall run with the Lots and Reserves, and each part thereof, and be binding on all parties having any right, title or interest in the same, and each part thereof, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, the Village of Powell, each Lot Owner, their respective heirs, personal representatives, successors and assigns, and the Chambers Glen Association, an Ohio not-for-profit corporation, whose members are all Lot Owners, formed to administer and enforce maintenance of the established landscaped areas and entranceways along Powell Road, Cressingham Lane, and the "Reserves, as well as the entrance walls, fences, signs, features, structures and landscape islands within the streets, if any, and to administer and enforce the covenants created hereunder.

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the following definitions:

Section 1. "**Association**" shall mean the Chambers Glen Association, an Ohio not-for profit corporation, its successors and assigns.

Section 2. "**Common Improvements**" shall mean those areas owned by the Association, if any, or designated by the Declarant which the Lot Owners or Association are required to maintain and administer including landscaped areas, entrance walls, fences, structures and features, landscape islands within the streets, if any, and signs, and other improvements maintained or administered by the Association or which are designated by the Declarant or government authorities as the responsibility of Lot Owners or the Association.

Section 3. "**Declarant**" shall mean Avondale Associates, an Ohio general partnership, its successors and assigns.

Section 4. "**Improvement**" shall mean any change of any kind to any Lot and anything located thereon.

Section 5. "**Lot**" shall mean any lot as originally platted in the area hereby restricted, including the Lots described in Background Paragraph A and any lots added in accordance with Article V, Section 7 hereof.

Section 6. "**Owner**" or "**Lot Owner**" shall mean the holder of record title to the fee simple interest in any Lot, whether or not such title holder actually resides on or in any part of the Subdivision, his, her or its respective heirs, successors or assigns.

Section 7. "**Restrictions**" shall mean these covenants, restrictions, conditions, and assessments together with all of the provisions contained herein as they now appear or as they may hereafter be amended.

Section 8. "**Subdivision**" shall mean the Chambers Glen subdivision, in the Village of Powell, Delaware County, Ohio, and such additional areas as may be added in accordance with Article V, Section 7 hereof.

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. **Approval Required**. No improvements or changes of any kind, including without limitation any building, construction, placement of any structure, excavation, alteration of grade or any other change which in any way alters the exterior appearance of the Lot from its theretofore natural or improved state, shall be commenced or permitted to remain on any Lot unless such Improvement has the prior written approval of the Declarant. No trees shall be removed, no excavation shall be made nor construction begun or materials stored on the Lot until receipt of written approval from the Declarant and building permits are obtained from the required governmental agencies.

Section 2. **Method to Request Approval** All approvals shall be requested by submission to the Declarant of complete building and site plans with specifications for the building in duplicate, showing the general arrangement of the interior and exterior of the residential structure, including:

(a) color and texture of building materials;
(b) type and character of all windows, doors, and exterior lighting fixtures;
(c) type and character of decorative walls;
(d) type and character of chimneys;
(e) location of the structure, including setbacks, driveway locations, garage openings, orientation of the structure to the topography; and
(f) conformance to the grading and drainage plan.

If the Declarant fails within thirty (30) days after receipt of the plans and specifications to either approve or disapprove the plans, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves the plans and specifications, the Owner, at Owner's expense, may revise and resubmit the plans and specifications until approval is received.

Section 3. **Basis for Approval** Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the design and quality of the Subdivision as to external design, appearance and type of construction, material, colors, setting, height, grade, and finished ground elevation, the effect of the location and Improvements on neighboring property, including diversity of front elevations and material colors between adjacent Lots and conformity of the plans and specifications to the purpose and general intent of this Declaration.

Section 4. **Binding Actions** The actions of the Declarant through its approval or disapproval of plans and other information submitted pursuant hereto shall be conclusive and binding.

Section 5. **No Liability** Neither the Declarant nor any agent or employee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgement, negligence, nonfeasance or misfeasance arising our of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom or any other effect on other Lots and Owners in the Subdivision. Every person and entity who submits plans to the Declarant agrees, by submission of such plans that he, she or it will not bring any action or suit against the Declarant to recover any damages or to require the Declarant to take or refrain from taking any action whatever in regard to such plans or in regard to any building or structure erected in accordance with these restrictions.

Section 6. **No Reliance** No Lot Owner may rely upon the submission and/or approval of any such plans, or the buildings or structures described therein, or upon the Declarant to maintain the quality of a design plan for the Subdivision.

Section 7. **Requirement of Completion; Notice of Completion, Non-completion or Non-compliance** An Owner shall cause any Improvement to be diligently pursued to completion within eighteen (18) months after the date construction is commenced. Upon the completion of any Improvement, the Owner may file with the Declarant a notice of completion and compliance which shall give rise to a conclusive presumption in favor of the Owner that the Improvement is completed and is in compliance with all provisions of this Article II unless, within thirty (30) days of the filing, the Declarant gives actual

notice of non-compliance or non-completion. Notice of non-compliance or non-completion will be considered to be delivered when it is posted on or about the Improvements in question or delivered by certified mail or in person to the Owner. All landscape Improvements approved pursuant to Article II hereof and all paving shall be completed, weather permitting, prior to the occupying of each residence.

ARTICLE III
GENERAL PROVISIONS

Section 1. **Residential Purposes** No Lot shall be used except for single-family residential purposes.

Section 2. **Height** No building shall be erected, altered, placed or permitted to remain on any Lot that exceeds two and one-half (2 1/2) stories or 35 feet from the finish grade at the front elevation.

Section 3. **Building, Fence, and Wall Location** No building shall be located on any Lot nearer to the front line or nearer to a side street line than the minimum building setback line shown on the recorded plat, nor shall any portion of any Lot nearer to any street than the building set back lines be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street than the front building lines of the building thereof, excepting ornamental fences not exceeding 2.5 feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lots for walks, driveways, the planting of trees or shrubbery, the growing of flowers or other ornamental plants or for small statuary, entranceways, fountains or similar ornamentation for the purpose of beautifying the Lot. No weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said Lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

Section 4. **Trade or Commercial Activity Barred** No trade or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner of any Lot in the Subdivision. Notwithstanding the foregoing, Declarant, its successors and assigns, may perform its development and Lot sales activities within the Subdivision and one or more single-family builders may maintain home sales models within the Subdivision and may conduct sales activities from such models.

Section 5. **Maintenance of Lots and Improvements** All shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. All improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Natural understory growth within the ravines and wooded areas may also remain outside of the scenic easement areas.

Section 6. **Garage** No dwelling may be constructed on any Lot unless an enclosed garage for at least two (2) automobiles is also constructed thereon.

Section 7. **Waste Disposal** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers which are not visible from neighboring Lots, streets or properties.

Section 8. **Storage Tanks** No storage tanks including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas shall be permitted on a Lot outside a building except as approved in writing by the Declarant.

Section 9. **Clotheslines** No clothing or any other household fabrics shall be hung in the open on any Lot and no clotheslines or other outside drying or airing facilities shall be permitted.

Section 10. **Soil Removal** No soil shall be removed for any commercial purpose.

Section 11. **Temporary Residence** No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence on any Lot, either temporarily or permanently.

Section 12. **Temporary Structure** No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of Declarant. If permitted by Declarant, Owner must also obtain a permit from the Village of Powell for such use.

Section 13. **Vehicles Not In Use** No automobile or motor driven vehicle shall be left upon any Lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the subdivision and shall be removed therefrom.

Section 14. **Permanent Outside Storage Buildings** Permanent outside buildings or sheds may be constructed only with the approval of the Declarant as required by Article II and in any event may only be constructed with the same building materials and colors as the residence on the Lot. If approved by the Declarant, Owner must also obtain a building permit from the Village of Powell for such construction.

Section 15. **Hobbies** Hobbies or activities that tend to detract from the aesthetic character of the Lot and/or Improvements shall not be permitted unless carried out or conducted within a building and not visible from either the street or adjoining property. This section includes, but is not limited to, such activities as automotive, bicycle and boat repair, and sports activities.

Section 16. **Mineral Exploration** The Lot shall not be used in any manner to explore for, use, or exploit commercially any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, soil or any other substance located in or under the ground.

Section 17. **Machinery and Equipment** No commercial machinery or equipment of any kind shall be placed, operated or maintained upon the Lot except such machinery or equipment reasonably necessary for use in connection with lawn and landscaping maintenance and/or the maintenance or construction of Improvements as approved by the Declarant.

Section 18. **Signs** No signs of any kind shall be displayed on any Lot except one temporary sign of not more than six (6) square feet advertising the property for sale or rent, or used by the builder to advertise the property during the construction sales period, or signage placed on any Lot by Declarant denoting the name of the Subdivision and signage utilized at any entranceway to a future phase or section.

Section 19. **Antennas** Television and radio antennas including, but not limited to, satellite dishes, whether rooftop or ground mounted, over (24") twenty four inches in diameter shall be prohibited on the exterior of any Improvement or Lot. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot in the Subdivision. This prohibition against satellite receiving dishes in excess of 24" in diameter shall also apply to those receivers designed or disguised to appear to have multiple uses.

Section 20. **Solar Panels** No solar panels, attached or detached, shall be permitted on any Lot.

Section 21. **Nuisances** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighboring property. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which the lights are located or which otherwise causes unreasonable interference with the use and enjoyment of another Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices which can be heard off the Lot shall be located, used, or placed on a Lot except for security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 22. **Fencing** No chain link, cyclone wiring, grape stake, stockade or other similar type fencing shall be constructed on any Lot. Only wood fencing approved by Declarant will be permitted and only at the rear or side yards of any Lot. Any split rail or other decorative fencing may be backed with transparent fabric to prevent trespassing. Permits must be also obtained from the Village of Powell, if required.

Section 23. **Animals** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other household pets which are kept for domestic purposes only and are not kept, bred or maintained for any commercial purpose. No more than two dogs or two cats or two other pets which are permitted outdoors may be kept on any Lot except when animals in excess of such numbers are less than three (3) months old. Pets shall not be permitted to run "free" but shall be kept within the dwelling or an approved fenced area located on the Lot. Outside dwellings for pets may not be maintained unless they are designed and constructed so as to harmonize with the architectural and environmental development of a Lot. All plans for the construction for such outside dwellings for pets shall be submitted to the Declarant for approval in advance of construction. The Declarant shall review such plans in the same manner and subject to the same time limits as provided for other reviews in the manner described in Article II

Section 24. **Boat, Trailer, Vehicle Parking and Storage** No truck, trailer, boat, camper, recreational vehicle, commercial vehicle, or utility vehicles and equipment, including mowers , tractors and other lawn or garden equipment, motorcycle, or other motor driven vehicle shall be parked or stored on any Lot unless it is in a garage; provided , however, that nothing herein shall prohibit the occasional, non-recurring, temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on a Lot or street for a period not to exceed 72 hours in any period of thirty (30) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by an owner of a Lot and his/her family.

Section 25. **Lot Split** No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise so as to create a new building lot.

Section 26. **Utility Easements** Location of easements for the installation of utilities are reserved as shown on the recorded plat of the Subdivision. That plat also created upon, across, over and under each Lot right-of-way easements for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to water, storm and sanitary sewers, gas, telephones, electricity and cable. Easements for storm water drainage or other utilities when specifically approved by the Village of Powell Engineer are also reserved within the designated scenic easement and tree preservation areas.

The providing utility company, the Village of Powell, Delaware County, the Declarant and/or the Association may come upon any Lot in any emergency endangering life or property to handle the installation, replacing, repairing, and maintenance of all utilities. Easements are further granted to all police, fire protection, ambulance, mailmen, deliverymen, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Lots except as initially approved by the Declarant or hereafter approved by the Declarant and the Owners of the Lots over which lines are proposed. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Lot Owner agrees to execute such document. No lines, wires or other devices for communication purposes, including telephone, television, data or radio signals, or for transmission of electric current or energy shall be constructed, placed or maintained anywhere in or upon the Subdivision unless they are placed and maintained underground or concealed in, under or on buildings or other Improvements; provided that above-ground electrical transformers and other equipment may be permitted if properly screened with the prior written approval of the Declarant. All gas, water, sewer, oil, and other pipes for gas or liquid transmission shall be placed underground or under buildings or other Improvements. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service incident to the construction of Improvements.

Section 27. **Entranceway Easements** Easements are herein reserved over the recorded easement and set-back (or building line) areas of those Lots in the Subdivision containing entranceway features, for the installations of improvements, repairs and maintenance of such entranceway facilities. The portions of such Lots containing such entranceway facilities shall at all times be kept accessible for maintaining and repairing the entranceway Facilities.

Section 28. **Use of Public Easements** In addition to the utility easements herein designated, easements in the streets as shown on the plat are hereby reserved and granted to the Declarant, and any utility company or governmental unit engaged in supplying one or more utility services to the Subdivision to install, lay, erect, construct, renew, operate, repair, replace, maintain or remove all and every type of gas, water, sanitary or storm sewer or other utility facilities.

Section 29. **Drainage Easements** An easement is granted on the plat of the Subdivision for the purpose of constructing, using, and maintaining major storm drainage swales and underground utilities and appurtenant works in any part of said easement areas designated "drainage easement" or "scenic easement" on the plat, including the right to clean, repair, and care for said swales and utilities, together with the right of access to the said areas for the said purpose. No above grade structures, dams or other obstructions to the flow of storm water run-off are permitted within drainage easement areas as delineated on the plat except as approved in the original plans for development of the Subdivision.

Section 30. **Drainage and Grading** No drainage ditches, cuts, swales, floodways, streams,

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impoundments, ponds or lakes; no mounds, knobs, dams or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified without the prior written approval of the Declarant. No Improvement shall be made to any Lot in any manner whatsoever that is inconsistent with the master grading plan established by the Declarant for the Lot, as plans now exist or hereafter may be modified from time to time, without the prior written approval of the Declarant. All Lot Owners shall obtain certification from a licensed engineer after completing any Improvement that the master grading plan has been observed. Whenever, because of construction of Improvements on a Lot, or for some other reason, silt runs off the Lot onto any adjacent property, the Owner of the Lot shall be obligated to provide a means of siltation control to prevent such run off.

Section 31. **Entrance Walls, Structures, Fencing, Subdivision Identification Signs, Earth Mounds, Landscaping and Bike Paths** The walls, structures, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems, landscaping, landscape islands within streets and bike paths, if any, placed on any of the Lots in the Subdivision by Declarant shall not be removed or changed except by the Declarant who shall have the right to enter the Lots to do so.

Section 32. **Scenic Easements and Tree Preservation Zones** It is intended that the beauty and character of the areas designated as "Scenic Easements" on the Subdivision plat be preserved in their natural condition. Therefore, any Improvements to Lots 2273 to 2284, 2285, 2293 to 2299, all inclusive, shall be restricted to the area situated outside the Scenic Easement areas. No accessory buildings, fences, walls, walks, steps, or Improvements of any kind shall be constructed within the Scenic Easement areas except underground utility lines and appurtenant work that may be necessary to serve a Lot or other uses in the area. Further, no live vegetation shall be disturbed or the topography altered in any way so as to cause a possible threat of erosion in the Scenic Easement areas. Dead plant material may be removed to facilitate new growth and live vines may be removed if they are a menace. No man-made objects shall be permitted above ground, except as noted in this Section.

The areas designated as Tree Preservation Zones on the Subdivision plat prohibit the removal of any trees (unless dead or diseased) but permit the removal of weeds and underbrush. Any disturbed area shall be reestablished with turf to prevent the possibility of erosion.

Section 33. **Maintain Common Improvements** The responsibility for maintaining the Common Improvements in a well maintained, attractive, and aesthetically appealing condition shall be the responsibility of the Declarant until (a) the completion and sale of not less than 75% of the lots in the Subdivision, or (b) January 1, 2001, whichever shall first occur, then said responsibility shall be the responsibility of the Association. That responsibility shall include, but not be limited to, caring for and maintaining the Common Improvements, including seeding and mowing when needed, and maintaining the entrance walls and structures, and maintaining and paying the cost for landscaping.

Section 34. **Swimming Pools and Hot Tubs** No swimming pools and/or hot tubs measuring more than one hundred (100) square feet shall be constructed or maintained above the finished grade of a Lot at its location as shown on the master grading plan for the Subdivision.

ARTICLE IV
ASSESSMENTS

Section 1. **Establishment of Assessments** For the purpose of providing funds for maintenance and improvement of the Common Improvements and other expenses and costs incurred by the Association, the Association shall on a date selected by the Declarant, and prior to January 1 of each calendar year thereafter, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year, and establish an equal annual assessment as to each Lot. The total assessment collected for the Lots in the Subdivision must be an amount sufficient to meet the obligations of the Association under this Declaration. These assessments shall be payable in advance in such periodic installments and on such due dates as the Association from time to time determines, provided that if any installment of any assessment is not paid within thirty (30) days after it has become due, the Association may, at its option without notice or demand (i) declare the entire balance of the assessment immediately due and payable; (ii) assess interest on the unpaid balance at the highest rate of interest then permitted by law or at such lower rate as the Association may from time to time determine; and (iii) assess reasonable, uniform, late fees.

Section 2. **Establishment of Lien** If any Lot Owner shall fail to pay any installment within thirty (30) days after it is due, the Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the Association so elects, together with interest, late fees, and costs, which lien shall be effective from the date that the Association certifies the lien to the Delaware County Recorder.

ARTICLE V
ENFORCEMENT AND MISCELLANEOUS

Section 1. **Association Members** Every Owner of a Lot in the Subdivision shall become a member of the Association and each such Owner, including Declarant, shall be entitled to one (1) vote on each matter submitted to vote of the members for each Lot owned by him/her/it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one (1) vote.

Section 2. **Enforcement** Except as hereinafter provided, the Declarant, the Village of Powell, each Lot Owner, and/or the Association, jointly and severally, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, and charges now hereafter imposed by the provisions of this Declaration. Notwithstanding the foregoing, in the event of any dispute between Lot Owners or between the Association and any Lot Owner or Owners not including the Declarant, as to any matter provided for herein, other than with regard to the obligation for levy, collection or enforcement of assessments (including, without limiting the generality of the foregoing, the creation, filing, and enforcement of liens), the matter shall be submitted to a single independent arbitrator selected by the Association who shall decide the dispute in accordance with and pursuant to the arbitration laws of Ohio and the arbitrator's decision shall be final and enforceable as provided above.

Section 3. **Special Assessment Lien** Each Lot Owner shall comply or cause compliance with all covenants, requirements, and obligations contained herein and with all rules and regulations promulgated by the Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Association or Declarant, in addition to any other enforcement rights it may have hereunder, may take whatever action either deems appropriate to cause compliance, including,

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but without limitation, entering upon the Lot for repair, maintenance, reconstruction and removal of any Improvements thereon or any other action required to cause compliance with the covenants, requirements, and obligations contained herein. All costs incurred by the Association or Declarant in causing such compliance, together with the interest at such lawful rate as the Association or Declarant may from time to time establish, shall be immediately due and payable from the Lot Owner to the Association or Declarant, and the Association or Declarant shall be entitled to a valid lien as security for the payment of such costs incurred and interest, which lien shall be effective from the date that the Association or Declarant certifies the lien to the Delaware County Recorder.

Section 4. **Joint and Several Obligations** Each and every obligation with respect to a Lot hereunder shall be the joint and several personal obligation of each Owner of a fee simple interest in the Lot at the time the obligation arose or thereafter until paid, and any demand or notice hereunder or pursuant hereto to one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 5. **Severability and Waiver** Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provision, which other provisions shall remain in full force and effect. Failure by a benefited party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. **Amendment** The covenants and restrictions of this Declaration shall run with and bind the Lots for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by written agreement of the Owners of a majority of the Lots, these covenants and restrictions are sooner terminated or amended. This Declaration, as it relates to the Subdivision, may be amended by a duly executed and recorded instrument signed by the Owners of not less than a majority of the Lots in the Subdivision, provided that any such amendment during the first ten (10) years after the date hereof must also be approved by the Declarant. Not withstanding the foregoing, and in addition thereto, the consent of all Lot Owners present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, and the written consent of Declarant, if it then owns a Lot or Lots, shall be required for any amendment hereto which effects a change in (i) the method of dividing the assessments, (ii) the method of voting on Association matters, or (iii) the fundamental purposes for which the Association is organized. A holder or insurer of a first mortgage on any Lot, upon written request, shall be entitled to timely written notice of any proposed amendment hereto.

Section 7. **Additions to the Subdivision** Upon the execution and delivery by Declarant of a Deed or Supplemental Declaration of Covenants, Easements, Restrictions, and Assessment Liens and the filing of the same with the Recorder of Delaware County, Ohio, submitting real property to the lien for assessments established by Article IV hereof, the real property described therein shall become a part of the Subdivision as defined in Article I hereof. Such additions may be made and perpetuated without the consent of the Owners.

Section 8. **Transfer to Association** The January 1st immediately following the date upon which 75% of the Lots have been conveyed or January 1, 2001, whichever first occurs, the Declarant agrees to transfer the rights granted to it in this Declaration to the Association and by such transfer, this Declaration will be deemed to be amended so that every reference to "Declarant" herein shall be changed to "Association". Notwithstanding the foregoing, so long as Declarant owns one or more Lots upon which no Improvements have been made, Declarant shall continue to retain architectural control on newly

constructed residences pursuant to Article II hereof.

Section 9. **Authority to Assign or Enter into Contracts** Any of the rights, powers, duties, and obligations of the Association, which, in this instrument are to be assumed by the Association, may, after such assumption, be assigned or transferred by the Association to any one or more corporations, associations or entities which will agree to assume said rights, powers, duties, and obligations and carry out and perform the same. Further, the Association shall have the power and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

Section 10. **Constructive Notice and Acceptance** Every person who now or hereafter owns or acquires any right, title or estate in any portion of the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein whether or not a reference to this Declaration is contained in the instrument by which such person acquired an interest in a portion of the Subdivision.

ARTICLE VI
ACCEPTANCE

Section 1. **Acceptance** By accepting a deed to any of the above described real estate or Lots, an Owner accepts the same subject to the foregoing covenants and agrees to himself, herself, itself, and his, her or its heirs, personal representatives, successors and assigns to be bound by each of these covenants.

IN WITNESS WHEREOF, the Declarant has caused this Instrument to be executed on its behalf on or as of the 7 day of JULY, 1998.

Signed and acknowledged
in the presence of

Kimberly Sneacey
print name: Kimberly Sneacey

Barb Hanners
print name: BARB HANNERS

Avondale Associates,
an Ohio general partnership, by:
Multicon Builders Inc., an Ohio corporation and
its authorized general partner

by: Charles P. Driscoll
Charles P. Driscoll, Vice-President

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STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Avondale Associates, an Ohio general partnership, by Multicon Builders, Inc., an Ohio corporation and authorized general partner, by Charles P. Driscoll its Vice President, who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said corporation and partnership for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7 day of July, 1998.

Barb Hanners
Notary Public

This instrument prepared by:
Thomas Markworth, Attorney at Law
941 Chatham Lane, Suite 200
Columbus, Ohio 43221
(614) 457-5422 or 241-2078

BARB HANNERS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov. 6, 2001

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

9800020547
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
On 07-14-1998 At 09:37 am.
RESTRICT 56.00
Vol. 645 Pg. 479 - 490
Notation

9800020547 AGENCY
TITLE FIRST
PICK UP