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ANDREA L. WEAVER, AUDITOR
BY

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS

FOR

DARBY STATION

(A Planned Community Under Chapter 5312 of the Ohio Revised Code)

Union County Cross References:
Instrument No. 202201110000351 (Plat Book 6, Pages 122ABC)
Instrument No. 202201110000352 (Plat Book 6, Pages 123ABCD)
Instrument No. 202201110000353 (Plat Book 6, Pages 124ABC)
Instrument No. 202201110000354 (Plat Book 6, Pages 125AB)

Madison County Cross References:
Plat Book B, Page 469-472 (Instrument No. 202200000244)
Plat Book B, Page 465-468 (Instrument No. 202200000240)
Plat Book B, Page 473-475 (Instrument No. 202200000248)
Plat Book B, Page 476-477 (Instrument No. 202200000251)

This instrument was prepared by Calvin T. Johnson, Jr., Attorney at Law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio 43215

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DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS

FOR

DARBY STATION

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS (the "**Declaration**") is made as of the 15th day of February 2023, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company, of 4131 Worth Avenue, Suite 310, Columbus, Ohio 43219 ("**Declarant**").

A. Declarant is the owner of the real property in the Village of Plain City, Counties of Madison and Union, and State of Ohio, and more fully described in **Exhibit A**, attached to this Declaration and by this reference incorporated herein (the "Property" as defined hereinafter).

B. Declarant desires to develop and is developing the Property into a residential community to be known as Darby Station (hereinafter the "**Community**") and desires hereby to and does restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners of the subdivision lots, condominium units, condominium common elements, community common elements, and the Improvements constructed on thereon or a part thereof.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, conditions, and restrictions set forth herein, which covenants, easements, conditions, and restrictions shall run with the land and be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot or Unit subject to the provisions of this Declaration, the Declarant, the Declarant's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

D. Located contiguous to or near the Community is property that has been or in the future may be developed as an extension of the Community with subdivision lots for single-family homes and other improvements to be built on them, with residential condominium units and condominium common elements, and with additional landscaped, green areas and/or other amenities and Common Element Improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the "**Additional Property**".

E. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain various Reserves and open spaces, to have easement rights with respect to certain property, to administer such property, and

to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated DARBY STATION OWNERS' ASSOCIATION, INC. (the "**Association**"), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots or a Unit or Units in Darby Station, as the same may be comprised from time to time.

COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Community, Declarant, with respect to the property described in Exhibit A of this Declaration, hereby declares that all of the Property (currently being all of the property described in Exhibit A to this Declaration) shall be subject to the provisions of Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") and shall be held, sold, conveyed and occupied subject to the following covenants, easements, conditions and restrictions, all of which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each owner of property in the Community, the Association, the Village of Plain City, and the respective personal representatives, heirs, successors and assigns of each:

GENERAL PROVISIONS

I. APPLICABILITY

This Declaration shall initially apply to the entire Property as described in the attached Exhibit A. If Declarant owns and/or acquires property contiguous to or near the Property, intended by Declarant for future development, generally consistent with the development of the Property, Declarant may annex said additional property to, and declare them to be, subsequent phases of the Community. Upon such annexation, Declarant shall have the right, but not the obligation, to subject such annexed property to the terms and conditions of this Declaration. Declarant may subject annexed property to this Declaration without modification, or Declarant may supplement and/or amend this Declaration as it applies to such additional phases of development. As to each development phase of the Community, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration or an amendment or supplement to this Declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development in the Community may be comparable to, more restrictive, or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Declarant in the exercise of its sole discretion so long as such modifications or supplemental provisions do not affect a substantive right of the Village of Plain City under this Declaration or any amendment hereto unless approved

by the Village of Plain City. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements or amendments to this Declaration, the terms of the phase-specific document, amendment, or supplement shall control.

II. DEFINITIONS

The following terms used in this Declaration shall have these meanings unless the context requires otherwise:

A. "Additional Property" -- property that may in the future be subjected to the plan for the Community provided hereby and consists of such other property as Declarant, in its sole discretion, may from time to time determine and designate as Additional Property.

B. "Articles" and "Articles of Incorporation" – the Articles of Incorporation, when filed with the Secretary of State of Ohio, incorporating Darby Station Owners' Association, Inc. (the "**Association**") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("**Chapter 1702**").

C. "Assessments" – charges levied by the Association on Lots and Units and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Assessments.

D. "Association" – an association of all of the Owners of Lots and Units in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio nonprofit corporation named Darby Station Owners' Association, Inc., or similar, which Association is also an "Owners Association" as that term is defined in Chapter 5312 of the Revised Code of Ohio.

E. "Association Governing Documents" – the Association's Articles of Incorporation, Code of Regulations, and Rules and all amendments thereto, this Declaration and all amendments and/or supplements thereto, any supplemental declaration and all amendments or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats for property that is part of the Community.

F. "Board" and "Board of Directors" – the board of directors or other management body of the Association.

G. "Code of Regulations" and "Code" – the Code of Regulations of the Association (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association, as the same may be amended from time to time. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

H. "Common Elements" – all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, reserve areas, wetland areas, entranceway and community border features, walking paths, multi-purpose trails, fences, an outdoor swimming pool and pool house, parking areas, tot lots, shelter house, benches, parkland, detention areas, bank/cluster mailbox(s), and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of the Lots, Units and Improvements in the Community. The Common Elements shall include not only real or personal property owned by the Association but also shall include real or personal property for the maintenance of which the Association has responsibility under this Declaration, pursuant to applicable zoning regulations, approved plat(s), and/or under any agreement entered into by Declarant or by the Association, the terms of which are binding on the Association. The Common Elements shall include all easements across any Lot or the common elements of any condominium in the Community used to access real or personal property for the maintenance of which the Association has responsibility. Upon conveyance to the Association, the Common Elements will include, but not be limited to, Reserves A, B, C, D, and E, respectively, as described in Exhibit A, and may include additional areas in the future. The Common Elements shall not include the common elements of any portion of the Property created as a condominium.

I. "Common Expense" – an expense incurred in owning, maintaining, improving, or operating the Common Elements; in performing maintenance, repair, and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations, approved plats, recorded easements or any agreement entered into by Declarant or the Board on behalf of the Association; or in operating the Association pursuant to the provisions of the Association Governing Documents and the Planned Community Act.

J. "Community" – all property that at any time has been subjected to the provisions of this Declaration, initially including all of the Property described in Exhibit A attached to this Declaration, and will include all property subjected to the provisions of the Declaration by amendment or supplement to the Declaration or by supplemental declaration, and all property owned by the Association, together with all easements and appurtenances.

K. "Declarant" – M/I Homes of Central Ohio, LLC, and any successor or assignee to which Declarant specifically assigns any of its rights and which assumes its obligations under this Declaration by a written instrument.

L. "Declaration" – this Declaration of Covenants, Easements, Conditions, Restrictions, and Assessments for Darby Station, a copy of which is filed for record with the Recorder's Offices of Madison County and Union County, Ohio, by which the Property is hereby submitted to the provisions hereof, as the same may be amended or supplemented from time to time.

M. "Design Review Board" – the board or committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of Improvements on a Lot or the Common Elements and all subsequent modifications, additions, or alterations to those Improvements and to review, approve or disapprove the same.

N. "Exempt Property" – means the portion of the real property comprising the Community (1) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any County, Village, City, Township, school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (2) owned by the Association or a condominium association or sub-area association of property within Darby Station; provided in either such case, the same is not utilized as a residence.

O. "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 single-family homes, dwellings, buildings, outbuildings, sheds, garages and other structures; 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, hot tubs and spas; sport and all other recreational courts, fixtures and facilities, whether permanent or portable, including, but not limited to, basketball hoops and lacrosse and soccer goals; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.

P. "Individual Assessment" – an Assessment that the Board may levy upon a Lot or Unit and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot or Unit, or the Owners thereof, including, without limitation, costs associated with making repairs and/or performing maintenance that is the responsibility of the Owner of that Lot or Unit; costs of additional insurance premiums reasonably allocable to an Owner because of use of that Owner's Unit or Improvements on that Owner's Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Association Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including, but not limited to, attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot or Unit and its Owners.

Q. "Lot" – a separate parcel of real property now or hereafter identified upon a recorded plat of the property in the Community, or any portion thereof, or recorded re-subdivision

thereof and any other separate parcel of real property designated as a Lot by Declarant, and which property has been subjected to the provisions of this Declaration, excluding Lots that are Common Elements and/or Exempt Property and any portion of the Property dedicated for public use. Declarant reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots or Units in the Community, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

R. "Manager" – the person or entity retained by the Board to assist in the management of the Association.

S. "Member" – any Person or entity meeting the requirement for membership in the Association.

T. "Occupant" – a Person lawfully residing in or occupying a Unit or a dwelling on a Lot, regardless of whether that Person is an Owner.

U. "Operating Assessment" – an Assessment that the Association through its Board may levy from time to time upon all Lots and Units, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration and the Planned Community Act, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

V. "Owner" – the record owner, whether one or more persons or entities, of fee simple title to a Lot or Unit, excluding vendors under recorded land installment contracts, but including vendees under recorded land installment contracts and other contract sellers and Declarant, but excluding all others having an interest merely as security for performance of an obligation.

W. "Person" – a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

X. "Planned Community Act" – Chapter 5312 of the Ohio Revised Code.

Y. "Property" – all of the real property described in Exhibit A attached to this Declaration and such Additional Property as is annexed or added by amendment or supplement to this Declaration or otherwise annexed or added to the Community by a supplemental declaration or amendment or supplement to this Declaration from and after such time as the Additional Property is subjected to the provisions hereof, and also includes real property that is owned in fee simple by the Association together with all easements and appurtenances.

Z. "Reserve Fund" – the fund established pursuant to Article IX.

AA. "Rules" – the rules and regulations governing (1) use of the Property in the Community and (2) the conduct of Members and their respective families, guests, licensees, and invitees, as may be established by the Board from time to time, together with the architectural standards that may be adopted by the Design Review Board or the Board from time to time.

BB. "Special Assessment" – an Assessment that the Association through its Board may levy upon all Lots and Units, except Exempt Property, and their Owners to pay for unanticipated operating deficiencies or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents.

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

DD. "Turnover Date" – the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community, including all Additional Property, as determined by Declarant, has been fully developed, and all Lots and Units have been deeded to bona fide purchasers unrelated to Declarant or builders approved by Declarant; provided Declarant reserves the right, in Declarant's sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as Declarant determines, in Declarant's sole discretion.

EE. "Unit" -- A separate parcel of real property a part of Darby Station identified as a "Unit" in a duly recorded declaration of condominium and shown on recorded drawings for the condominium or on duly recorded or filed amendments thereto.

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 a part of the Community;

C. Preservation, beautification, and maintenance of the Property and Improvements as provided in the Association Governing Documents;

D. Ownership, administration, preservation, beautification, and maintenance of the Common Elements and all Improvements thereon;

E. Enforcement of architectural controls and restrictions applicable to the Community;

F. Requirement for mandatory membership of Owners in the Community, as it may be constituted, from time to time, in the Association, and for the assessment and collection of funds to fulfill its objectives;

G. Establishment of requirements for the development and use of the Property; and

H. Compliance with the provisions of the Planned Community Act.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of Lots and Improvements thereon and the use of the Common Elements and Improvements thereon shall run with the land, and be binding upon Declarant and every Owner or Occupant of a Lot, their respective heirs, successors, and assigns, as well as their licensees, 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, other than Improvements constructed by Declarant, may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Declarant or, after the Turnover Date, the Board if no Design Review Board has been established) as provided for hereinafter. The foregoing notwithstanding, all Improvements are also subject to and shall continue to be subject to the requirements of any governmental entity exercising jurisdiction over such Improvements and the Lot. All Improvements, excepting only landscaping, sidewalks, service walks, and driveways on a Lot, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance, if required, to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the Lot and by the Design Review Board.

B. Use of Common Elements. Any Common Element 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 or Unit and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property or by the Association. All uses of the Common Elements owned by the Association 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, the Rules, and the other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation and Code of Regulations of the Association, the Declaration, the other Association Governing Documents, and the Planned Community Act over the Common Elements, including, but not limited to, the right to (1) contract, lease, or assign an interest in the Common Elements owned by the Association or for which the

Association has rights, (2) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to Common Elements owned by the Association or for which the Association has rights, and (3) establish Rules governing conduct upon the Common Elements owned by or within the jurisdiction of the Association and all Improvements located thereon.

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 Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might, or that does unreasonably disturb the quiet occupancy of any Person residing in or otherwise occupying a Unit or a dwelling on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder approved by Declarant from construction activities consistent with reasonable residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon a Lot or the Common Elements, except: (1) sales, marketing, construction or leasing related signs installed by Declarant or builders approved by Declarant while constructing dwellings, Units, and Improvements in Darby Station and marketing the Units, Lots and residences for sale or rent; (2) street and identification signs installed by the Association, a local governmental body having jurisdiction over the streets within or through the Community, or Declarant; (3) one temporary real estate sign on a Lot not to exceed six square feet in area advertising that such Lot is for sale or rent; (4) signs on the Common Elements installed by or at the discretion of the Board or Declarant; (5) subdivision and entry identification signage for Darby Station; and (6) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election may be placed on a Lot by the Owner of that Lot. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association. No more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such political signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

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 Elements unless expressly permitted by the Rules. The foregoing notwithstanding, domestic household pets, not bred or maintained for commercial purposes, may be maintained on a Lot, provided that the maintaining of animals shall be subject to such Rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to levy administrative and enforcement charges and Individual Assessments against Persons for violation of the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on property other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if such animal's size, type, or characteristics constitute

a nuisance. Proper maintenance of a Lot, as required elsewhere herein, shall include the obligation to remove pet waste from an Owner's Lot regularly. Outdoor dog houses, animal cages, dog runs, and other similar objects, whether or not affixed to the ground, are prohibited on a Lot without the express prior review and approval of the Design Review Board, which may be withheld in the Design Review Board's sole and unfettered discretion.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling, building, or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Lot, on the common elements of any condominium a part of Darby Station, or within any Unit which unreasonably disturbs or interferes with the quiet occupancy of any Person residing in or otherwise occupying a Unit or a dwelling on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

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. This provision shall not prohibit (1) a "home office", provided such use does not entail any non-resident employees coming to the Lot or Unit, generate any traffic or additional parking, or require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable governmental regulations; (2) an Owner or Occupant from maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence; or (3) during the construction and initial sales period, the use of Units, common elements of condominium communities a part of Darby Station, Lots (including dwellings and other Improvements constructed thereon), and Common Elements for construction and sales purposes by Declarant and/or by builders approved by Declarant, including the construction and operation of sales models and/or trailers by Declarant and/or by builders as approved by Declarant, in its sole discretion, until the Community has been expanded to include all Additional Property as determined by Declarant, all Units have been constructed, dwellings have been constructed on all Lots, and all Units and Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

H. Storage. Except for the reasonably necessary activities of Declarant, or another builder approved by Declarant, during the development of the Property (including the construction of dwellings or other Improvements by Declarant or any other builder approved by Declarant), no open storage of any kind is permitted on a Lot or the Common Elements. Storage buildings may be allowed on a Lot, in the Design Review Board's sole discretion, subject to prior review and approval by the Design Review Board and all applicable governmental entities. Without limiting the generality of the Design Review Board's authority, the Design Review Board may specifically consider the types of building materials to be used, whether the materials match the home's materials, colors, landscape and/or other screening, and/or the view from neighboring properties when reviewing requests for storage buildings. The limitations contained in this Section shall not

apply to any storage or buildings as may be necessary during the construction of a Unit, a dwelling on a Lot, or other Improvements by Declarant or builders approved by Declarant.

I. Hotel/Transient Uses; Leases. No Lot or Improvements thereon may be used for hotel or transient uses, including, without limitation, uses in which an 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 that is, rental to one or more Persons of only a portion of a residence on the Lot. All leases for a dwelling on a Lot shall be in writing and subject to the provisions of this Declaration, the Rules, and the other Association Governing Documents.

J. Vehicles.

1. The Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Community other than any portion of the Property or community that is part of a residential condominium. In addition to the Board's authority to levy Individual Assessments as administrative or enforcement charges for the violation of such Rules, the Declaration, or the Association Governing Documents, the Board shall be authorized to cause the removal of any vehicle that is parked on the Common Elements or Lots that violates such Rules, this Declaration and/or the Association Governing Documents, unless such vehicles are located in permitted, enclosed structures shielded from view.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses, or mobile homes shall be parked or stored on a street in the Community or on any Lot (except in an enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than twenty-four consecutive hours in any ten-day period. However, no motor home, mobile home, or camper of any type that is parked as permitted by the Board may be occupied by a guest of an Owner or Occupant for more than fourteen days per calendar year. Only one motor home, mobile home, or camper parked pursuant to Board approval may contain occupants at any time. In addition, 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 Community for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle or trailer parked, stored, operated, or maintained in violation of these provisions shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense, and the Board may levy an Individual Assessment against the Lot Owner for such violation and for the costs.

As used herein, 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 occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The term "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, designed and used exclusively or primarily for anything other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten-person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles that are not conclusively presumed to be commercial by virtue of their size and which are used by the operator thereof for both business and personal purposes shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

3. Nothing contained in this Section J shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences or other Improvements on the Lots or the development of any part of the Community by Declarant or builders, employees, and contractors approved by Declarant or by any builder approved by Declarant.

4. The other provisions of this Section J notwithstanding, the parking of any vehicle in the Community must at all times comply with the applicable ordinances of the Village of Plain City, and each Lot Owner and/or vehicle owner is responsible for ensuring compliance with the same.

K. Trash. Except for the reasonably necessary activities of Declarant, or any other builder approved by Declarant, during the development of the Property, no burning or storage of trash of any kind shall be permitted on a Lot. All trash shall be deposited in covered, sanitary containers, screened from view, and stored either inside of a permitted structure or within screened areas approved by the Design Review Board and located to the side or rear of the home constructed on the Lot so as to minimize or eliminate their visibility from a street. Any permitted structure or screened area on a Lot must comply with all requirements of any and all governmental entities having jurisdiction over the Lot, the requirements of the Design Review Board, and the Codified Ordinances of the Village of Plain City. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street or designated pick-up area on days when refuse collection occurs or as otherwise permitted by the Rules.

L. Antennae on a Lot. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television, or other electronic antennae or aerial antennae may be erected or maintained on any Lot or on the exterior of any Improvement on a Lot without the prior written approval of the Design Review Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.4 inches) in diameter or less shall

be permitted provided, however, that, unless otherwise prohibited by federal legislation, no exterior antenna, satellite dish, or similar exterior Improvement shall be installed upon any Lot without first providing written notice to the Design Review Board. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Board or the Board concerning the location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's or Occupant's right to receive acceptable over-the-air signals.

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

N. Drainage and Grading. No drainage ditches, cuts, swales, impoundments, mounds, knobs, hills, or other physical improvements or elements of the landscape or terrain on a Lot or the Common Elements which control or determine the location or flow of surface water, and drainage pattern may be destroyed, altered, or modified by or at the direction or with the consent of any Owner without the prior consent of the Design Review Board and, if required, the Village of Plain City. No Improvement shall be made on any Lot or the Common Elements in any manner whatsoever that is inconsistent with the master grading plans established by Declarant for the Community, or any part thereof, without the prior written consent of the Design Review Board and, if required, the Village of Plain City. The Association and its representatives and the Village of Plain City and its representatives shall have the right to enter upon any Lot and any portion of the Common Elements and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof.

O. Tanks. No tanks for the storage of propane gas, fuel oil, or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except propane tanks designed specifically for use to power a gas barbecue grill or gas fire pit. This Section shall not apply during the development of Lots or condominium property in the Community, including the construction of Units, condominium common elements, and homes on Lots, by the Declarant or by builders approved by Declarant, or to any Property containing a sales trailer of Declarant or any other builder approved by Declarant.

P. Street Trees. Each Lot Owner shall be responsible for the care, maintenance, and, if necessary, replacement of any street tree located on that Owner's Lot or located in the public right-of-way immediately contiguous to that Owner's Lot, provided that such tree in the right-of-way is not to cared for, maintained or replaced by the local governmental entity having jurisdiction over said public right-of-way. The Owner or Owners of each Lot agree to such uniform street trees, and each Owner, subject to the limitations described above, shall care for and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree.

Q. Mailbox. As directed by the United States Postal Service, Declarant will install or cause to be installed one or more cluster mailbox banks in the Community. The Association shall be responsible for repairing, maintaining, and replacing the same to the extent that the mailbox banks are not maintained, repaired, and replaced by the United States Postal Service or other entity, provided that each Owner shall be responsible for obtaining and replacing keys for that Owner's mailbox if required.

R. Yard Lights and Lamp Posts. Each Lot shall include a light post in the front yard. The light fixture shall be dark sky compliant and include sensors that provide for automatic illumination during the evening and nighttime hours. All yard lights and lamp posts shall conform to the standards set forth by the Declarant, the Design Review Board, and the Village of Plain City.

S. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted on the Lots and Common Elements. Said authority shall include the power to prohibit fencing or walls entirely, to prohibit or require fencing or walls of certain types, sizes, and materials, and to prohibit or require fencing or walls of certain types, sizes, or materials in certain areas. All fencing and walls on Lots and Common Elements shall meet any applicable requirements of governmental authorities having jurisdiction over the property on which the fence is to be located, shall conform to the standards set forth by the Design Review Board, and must be approved by the Design Review Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subpart T below, compliance with the following standards shall be considered by the Design Review Board in reviewing fence applications:

1. Fences or walls on Lots shall be constructed of wood, vinyl, black aluminum, or other metal. The Design Review Board may approve certain other styles of aluminum or metal fences, but in no event shall chain link or other similar metal or wire fencing be permitted. However, dark-painted wire mesh or plastic mesh attached to the inside of an approved fence may be permitted in the Design Review Board's discretion. A specific fence standard or standards may be published, either by the attachment of an exhibit to this Declaration or by Design Review Board action following the recordation hereof;

2. No fence or wall on a Lot shall be constructed in excess of forty-eight inches (48") above finished grade on any Lot; 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 forty-eight inches (48") for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed forty-eight inches (48") above finished grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences or walls on a Lot 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. Fences on a Lot shall be constructed parallel to property lines where possible and shall be located either (i) immediately at the property line (so as to allow adjacent Owners to connect thereto with fencing) or (ii) set back not less than three feet (3') from the property line. Fences shall not be erected in such a fashion as to "jog" around utility junction boxes unless such boxes are physically located straddling the property line; and

5. Notwithstanding the foregoing, the Design Review Board may, in its sole and absolute discretion, approve the installation and construction of screening, paneling, landscaping, or other barriers that are compatible and harmonious with the overall Community, next to or otherwise adjacent to an approved patio, porch, and/or deck on a Lot for the purpose of screening said patio, porch, and/or deck from view. Absent the use of landscaping to comprise all, or a portion of, such barrier, the construction materials of said screening, paneling, or barrier shall be consistent with those outlined in subpart S(1) of this Article.

Declarant has the right to publish a detail containing one or more specific fence styles and the construction specifications therefor, that may, with the Design Review Board's prior written approval, be constructed on a Lot located within the Community that has been conveyed to a bona fide purchaser other than Declarant. Such an election may be made by the attachment hereto of such a detail as Exhibit C and/or by the later filing of an amendment or supplement to this Declaration containing the fence detail(s). If no Exhibit C is attached to this Declaration, Declarant has not elected to publish a specific fence detail at this time. 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.

T. Swimming Pools. No above-ground swimming pools shall be permitted on any Lot. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve inches or more above the finished grade of the Lot AND having (1) a water surface area in excess of thirty-six square feet or (2) a filtration system of any description. This paragraph shall not be intended to prohibit the installation of a hot tub, sauna, or spa on a Lot, provided that they are completely screened from adjoining properties by fencing or landscaping. All swimming pools/spas/hot tubs/saunas on a Lot must be approved by the Design Review Board prior to installation and shall be located in the rear yard of the Lot, enclosed by fencing and screening from adjoining properties, and shall be located in accordance with the requirements of the Plain City Codified Ordinances. Storage of all maintenance equipment shall not be visible from streets, Common Elements, or adjacent Lots. Swimming pools/spas shall have code-compliant fencing and shall further be in accordance with the requirements and provisions of the Plain City Codified Ordinances. All swimming pools are subject to the architectural approval provisions of this Declaration and the Plain City Codified Ordinances. The provisions of this Section T shall not

apply to any Common Element swimming pool located on the Common Elements owned and operated by the Association.

U. Garage Sales and Yard Sales. No garage sales or yard sales may be conducted in the Community on more than six days in any calendar year, and no garage sale or yard sale may be held in the Community for more than three consecutive days. Any garage sale or yard sale must not interfere with traffic. The Board shall have the right to adopt rules and regulations regarding garage sales and yard sales in the Community.

V. Compliance with Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township, and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, and without the need for further action on the part of Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

V. ARCHITECTURAL STANDARDS

All Lots and Common Elements at any time subject to the provisions of this Declaration shall be governed and controlled by this Article V. Units and common elements of condominium communities a part of Darby Station shall be governed and controlled by the specific documents created for the condominium community and **NOT** by this Article V.

A. Design Review Board. Prior to the Turnover Date, Declarant shall have the sole and exclusive right to (1) appoint and remove all members of the Design Review Board at will, (2) act itself as the Design Review Board, or (3) delegate to the Association's Manager the responsibility to act as the Design Review Board. After the Turnover Date (as set forth in Article VII, Section B), the Design Review Board shall be a board consisting of not less than three persons appointed by the Board of Directors, provided that in lieu of appointing a separate Design Review Board comprised of not less than three persons, the Board of Directors shall have the right, in its discretion, to serve as the Design Review Board or to appoint an agent to act in the Design Review Board's place to serve at will.

The Design Review Board shall have the exclusive authority to determine the architectural standards that govern the construction of Improvements on each Lot and the Common Elements. Each Owner covenants and agrees, by acceptance of a deed to a Lot, to comply with, and to cause that Owner's 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 a Lot or the Common Elements, 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, the other Association Governing Documents and any applicable zoning regulations and other laws, regulations, and ordinances. If the Design Review Committee consists of appointed individuals, the Design Review Committee shall act in accordance with the concurrence of a majority of its members.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board and local governmental authorities having jurisdiction over the property in Darby Station shall each have jurisdiction over all construction, modifications, additions, or alterations of Improvements on or to each Lot and the dwelling and Improvements constructed thereon. No Person, without first obtaining the written consent of the Design Review Board, shall construct, install, or modify any Improvement on any Lot, including, without limitation, altering surfaces of existing Improvements, changing exterior paint colors or roofing materials, constructing or modifying fencing, or installing any portable or permanent recreational device, without the prior written consent of the Design Review Board and, if required, the local governmental authorities having jurisdiction over the Property. 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. Without limiting the generality of the foregoing, in connection with the Design Review Board's authority to review and approve or disapprove proposed Improvements, the Design Review Board may, among other things, require screening, the use of certain materials and/or colors for a proposed Improvement and designate the location of said Improvement. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's residence on a Lot subject to applicable laws, codes, and regulations of any governmental entity having jurisdiction over the Lot. All construction, modifications, additions, or alterations of Improvements on or to the Property must comply with the requirements of the local governmental authorities having jurisdiction over the Property, including the provisions of the applicable zoning text for Darby Station, as the same may be amended from time to time.

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 architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law, rule, regulation or ordinance; and provided further that, in the judgment of the Design Review Board, 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 and/or other Association Governing Documents as applied to any other Person or any other part of the Property.

D. Improvements by Declarant or Approved Builders. The foregoing provisions of this Article V to the contrary notwithstanding, all Improvements, including, but not limited to, dwellings, buildings, and landscaping constructed, installed, or planted by Declarant, or its agents, or designated assignees, or constructed, installed, or planted by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Board, and shall not require approval or additional approval of the Association, the Board, the Owners, or the Design Review Board; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Community adopted by Declarant and any requirements of the applicable Codified Ordinances of the Village of Plan City.

E. Liability Relating to Approvals. Neither Declarant, the Association, the Board, the Design Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval or failure to approve the same. Every Person and Lot Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Board agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Lot Owner shall be responsible for ensuring that any Improvement constructed on their Lot complies with all applicable laws, regulations, zoning ordinances and resolutions, and any easements, covenants, and conditions of record governing the Lot.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Elements. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements (if any) owned by the Association and a right of access to and from that Owner's Lot or Unit, which rights shall be appurtenant to, and shall pass with the title to, that Owner's Lot or Unit, subject to the terms and limitations set forth in this Declaration and subject to the Rules and other Association Governing Documents. An Owner may delegate that Owner's rights of access and enjoyment to family members, Occupants, guests, and invitees. All such easements are limited by such restrictions as may apply to the Common Elements affected thereby. No Person shall have the right by virtue of such easements to engage in activities on the Common Elements which are not permitted according to the provisions of this Declaration and/or other Association Governing Documents, pursuant to the provisions of any applicable plat(s) of property that is part of the Community, or the provisions of any agreements with any governmental entities or other third parties having control over the Common Elements.

B. Right of Entry for Repair. The Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon, and through all of the Property subject to this Declaration, including without limitation the common elements of any condominium a part of Darby Station and all Lots, for the purpose of performing the

Association's obligations, rights and duties pursuant to the Association Governing Documents with regard to enforcement of the covenants, restrictions, and other provisions of the Declaration and the Association Governing Documents, and for the performance of the maintenance, repair, restoration and/or servicing of any items, things or areas for which the Association has responsibility or the right to perform. The Association may enter the common elements of any condominium a part of Darby Station or any Lot at any time to perform the Association's obligations under the Association Governing Documents. In addition, the Association may enter the common elements of any condominium a part of Darby Station or any Lot to remove or correct any violation of any provision of the Association Governing Documents, including but not limited to the provisions of the Declaration and the Rules, but only during reasonable hours and after providing at least seventy-two hours advance notice to the Owner or the condominium association, as applicable, except in cases of emergency where such advance notice shall not be required.

C. Easement of Access over Sidewalks. Non-exclusive perpetual easements are hereby reserved by Declarant and granted to the Owners and Occupants of each Lot and Unit and to the general public in, over, and upon the sidewalks (other than sidewalks or service walks designed to service a single Lot or located in a condominium that is part of Darby Station) located within the Community which lie within the boundaries of one or more of the Lots or Common Elements for the limited purposes of pedestrian ingress and egress and pedestrian movement throughout the Community. The easements shall run with the land and be binding on the Owners and their successors and assigns.

D. Easement for Utilities and Other Purposes. The Board, on behalf of the Association or Declarant, may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining, and operating stormwater control improvements and poles, pipes, conduits, wires, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm 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 Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the owner's use and enjoyment of the Property.

The Association or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant 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 Association or Declarant 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). Declarant shall have the absolute right within (1) areas designated as drainage courses on any recorded plat for the Community, (2) all areas encumbered by general utility or specific storm drainage easements, and (3) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Community, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on stormwater

drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Lot or to any Improvements thereon, Declarant shall be responsible for restoring such portions or Improvements at Declarant's sole cost. Except as otherwise specifically permitted, no Lot Owner shall install or permit to be installed any above-grade structures, dams, or other obstructions to the flow of stormwater runoff within any area designated as being subject to a "Drainage Easement" on a recorded plat of property a part of the Community without the prior approval of the Design Review Board and the Village of Plain City Engineer.

E. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery persons, 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 Property to perform their duties.

F. Reservation of Special Easements. Any areas marked by shading, cross-hatching, or which are otherwise identified on Exhibit D, if an Exhibit D is attached to this Declaration, represent portions of the Property over, across, under, and through which Declarant reserves easements ("Special Easements") to construct Improvements or convey rights deemed by Declarant to be beneficial to the Property. Unless indicated otherwise on Exhibit D, if an Exhibit D is attached to this Declaration, the Special Easement areas are also No-Build Zones (as hereinafter defined). The Special Easement areas may be parts of individual Lots or the common elements of any condominium a part of Darby Station instead of on Common Elements. In such cases, the Owner(s) of the Lot(s) or the condominium association affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement areas. If special fencing, landscaping, stormwater detention/retention, or community safety or entry features are constructed in a Special Easement area by Declarant, the State, or the Association, the responsibilities of the Lot Owner on whose Lot such Improvement has been constructed or the condominium association governing the common elements where such Improvement is constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that Declarant reserve or establish Special Easements. If no areas on Exhibit D, if an Exhibit D is attached to this Declaration, have been shaded, cross-hatched, or otherwise identified, Declarant has not reserved any Special Easements.

G. No-Build Zones/No-Disturb/Buffer/Preservation.

1. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, 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 unless specifically permitted by the recorded plat or plat(s). Landscaping and/or fencing may be located in No-Build Zones, provided that prior approval for such landscaping and/or fencing has been granted by the Design Review Board and any applicable governmental authorities. 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 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;

2. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "No-Disturb Zones" are deemed to be No-Build Zones, except that within No-Disturb Zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of Declarant;

3. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Buffer" areas are deemed to be No-Build Zones. Declarant may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the plat or herein, the ongoing maintenance of Declarant-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(s) the landscaping is located or, in the case of a Declarant-installed landscaping in Buffer areas on the common elements of a condominium in Darby Station, the condominium association shall be responsible. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

4. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Preservation" zones, "Conservation" zones or the like are deemed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or poisonous plants) shall be removed unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed, or activities conducted, that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Grassed Preservation zones on common elements of any condominium in Darby Station may be (but are not required to be) mowed at the condominium association's election, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious or harmful to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone;

5. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Tree Preservation Zones" or the like, are intended to preserve existing trees. The

Owner of the Lot or Common Elements that includes a Tree Preservation Zone (or the condominium association of any condominium common elements that includes a Tree Preservation Zone) may use the areas located within the Tree Preservation Zone within their property so long as the use does not require or result in the harm or removal of existing trees, the use meets all other requirements of the Village of Plain City, and the use does not violate the provisions of the Declaration, the recorded plat(s) of the Community or the Rules of the Association. The Owner of the Lot or Common Elements that includes a Tree Preservation Zone (or the condominium association of any condominium common elements that includes a Tree Preservation Zone) shall care for and maintain that portion of such Tree Preservation Zone as falls within that their respective property. The foregoing notwithstanding, all Tree Preservation Zones are subject to the provisions of the recorded plat or plat(s) for the Community and to the requirements of the appropriate governmental authorities;

6. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Wetland Preservation Zones", "Stream Buffer Zones" or the like, are deemed to be no-build zones. As such, such zones shall forever be restricted from the development of Improvements or related uses of any kind. Any activity or use which would, as a natural consequence, impede or make more difficult the accomplishment of the purpose or intent of these zones is expressly prohibited. Without limiting the foregoing, the following activities are expressly prohibited: (i) dumping or burning of refuse; (ii) hunting or trapping; (iii) disturbance, excavation, or removal of natural resources, including, but not limited to, topsoil, sand, gravel, or rocks; (iv) any activity that may contribute to the erosion of land; (v) cutting or removal of trees or vegetation, except that dead, diseased, noxious or decayed trees may be removed as required for conservation or scenic purposes, or for reasons of public safety; and (vi) private encroachment, including but not limited to, planting of flowers, shrubs, garden material, dumping of trash or debris, or the installation of any type of recreation or other facility or convenience;

7. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Scenic Easement", or the like, are deemed to be no-build zones. As such, no structure, building, or accessory of any kind shall be placed upon, in, or under such a designated area, except for stormwater drainage facilities and underground utility systems. The natural state of said area, including but not limited to the trees, vegetation, and water drainage therein, shall not be disturbed, except that dead, diseased, noxious, or decayed trees may be removed as required for conservation or scenic purposes or for reasons of public safety. The Owner of the Lot or Common Elements that includes a Scenic Easement (or the condominium association of any condominium common elements that includes a Scenic Easement) shall care for and maintain that portion of such zone as falls within their property; and

8. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Landscape/Maintenance Easement", or the like, are hereby reserved unto Declarant as non-exclusive easements for the purpose of constructing, installing, maintaining, enhancing, repairing and replacing landscaping and landscaping features. After the sale of an affected Lot or parcel from Declarant, the Owner of the Lot or Common Elements that includes a Landscape/Maintenance Easement (or the condominium association of any condominium common elements that includes a Landscape/Maintenance Easement) shall care for and maintain that portion of such zone as falls within that their property.

9. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Drainage Easement", or the like, are hereby reserved unto Declarant and the Association as non-exclusive easements for the purpose of constructing, operating and maintaining major stormwater drainage facilities. No above-grade structures, dams, or other obstructions to the flow of stormwater runoff are permitted within Drainage Easement areas unless approved by the Village of Plain City Engineer.

H. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot or Unit.

OWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Mandatory Membership. Every Lot Owner and every Unit Owner is and shall be a Member of the Association. In the case of a Lot or Unit that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot or Unit. In the event the fee simple interest in a Lot or Unit, or ownership of the vendee interest in a Lot or Unit if applicable, is held by more than one Person, the co-interest holders of such interests while holding such interests collectively shall have only one membership in the Association as tenants-in-common, with respect to that Lot or Unit. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially, those Lots and Units to which these membership provisions apply shall be those Lots that are

subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subjected to the plan hereof by the recording of supplemental declarations or amendments or supplements to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in the Lots and Units so subjected, and holders of vendee interests under recorded land installment contracts with respect to those Lots and Units, on the same basis as set forth herein for membership. 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 the membership of any Member or Owner, provided further, there shall not be a membership appurtenant to a Lot or Unit dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot or Unit and so long as it is not utilized as a residence, nor for a Lot or Unit, if any, that becomes a Common Element, for so long as it remains a Common Element.

B. Governance. The Association shall be governed by a Board of Directors consisting of three persons prior to the Turnover Date and five persons after the Turnover Date. Prior to the Turnover Date, the members of the Board shall be appointed by Declarant, or Declarant may elect to act as the Board itself, or it may appoint a Manager to act as the Board on its behalf. Voting shall be a right separate and distinct from all other membership rights in the Association. All voting rights of all Members of the Association shall inure to and be exercisable by Declarant through the Turnover Date. No meetings of the Association's membership shall be required to be held prior to the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting, conducted in accordance with the Code, which shall occur no later than the date when the Community has been fully developed, all Additional Property as determined by Declarant has been made part of the Community, and all Lots and Units have been deeded to bona fide purchasers unrelated to Declarant. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be as set forth in the Association Governing Documents.

C. Powers; Authorities; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Association Governing Documents, the Planned Community Act, and the laws of the State applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own, and convey real estate, hold easements with respect to, and maintain the Common Elements and other real and personal property in accordance with the provisions of the Association Governing Documents, enforce and administer the Declaration, Rules, restrictions, and covenants applicable to the Community, sue and be sued, levy and collect Assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of the Association Governing Documents, including, but not limited to, the proceeds of the Assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus or reserves, any balances remaining. Furthermore, the

Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year but may carry forward from year to year and time to time such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Declarant may, from time to time, at Declarant's option, convey real and personal property to the Association, obligate the Association to maintain property not owned by the Association, and may 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 Elements 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 Declarant or required to be owned by the Association pursuant to the provisions of applicable zoning or a plat of property in the Community, including, without limitation, Reserve A, B, C, D, and E, respectively, as described in Exhibit A, and Improvements thereon. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of the Common Elements owned by the Association, 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. The Declarant and the Association shall each have the right to grant easements to third parties over, across, under, and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension, and/or expansion of utilities, and conservation easements, all as Declarant and/or the Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Declarant expressly conveys or assigns entry feature maintenance responsibilities to the Association, and irrespective of whether Exhibit D discloses the reservation of one or more easements over the entry(ies) to the Community, the Association shall have the continuing right and obligation to maintain, modify, and/or improve any and all entry features constructed by Declarant for the Community, and for such purpose, all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

B. Personal Property and Real Property for Common Use. Subject to the provisions of the Association Governing Documents and Ohio law (including specifically the Planned Community Act), 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 Declarant.

C. Cost-Sharing Agreements. The Association shall have the power and authority to contract with any person, corporation, firm, or other entity, with any condominium association within Darby Station, or with one of more of the State Ohio, Union County, Madison County, or the Village of Plain City for the exercise of any one or more of the various powers and authority

granted to and duties to be performed by the Association pursuant to the provisions of the Association Governing Documents, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such individual, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall, in its sole discretion, deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with property owners and/or other community, subdivision, and condominium associations and/or master associations pursuant to which the Association (1) agrees to share in the cost of maintaining, repairing, and replacing landscaping, stormwater drainage and detention and retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members and/or (2) grants reciprocal rights, licenses and/or easements to members of each such associations or property owners to use and enjoy each other's common elements and/or properties, subject to such rules and regulations, restrictions and fees as the Board may determine from time to time.

D. Rules and Regulations. The Board, on behalf of the Association, may make and enforce reasonable Rules and regulations governing the use of the Lots and Common Elements, which shall be consistent with this Declaration and the provisions of the Association Governing Documents. Without limiting the generality of the foregoing, these Rules and regulations may include Rules and regulations governing the use of any Common Element swimming pool, clubhouse, parking area, playground, pond, or any other Improvement on or a part of the Common Elements. The Board, on behalf of the Association, shall have the power to impose sanctions on an Owner for violations by that Owner or the guests or invitees of that Owner or by the Occupants of that Owner's Lot or Unit or their guests and invitees of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (1) imposing reasonable monetary administrative and enforcement charges which shall be considered Individual Assessments, (2) suspending the right to vote as a Member of the Association, and (3) suspending the right of the Owner and that Owner's licensees and invitees, including any Occupant of that Owner's Lot or Unit, to use the Common Elements owned by the Association except as necessary for ingress and egress to and from that Owner's Lot or Unit. 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, costs, or expenses in connection with enforcing the provisions of this Declaration, the Rules, or other Association Governing Documents against any Owner, or any tenant, guest, or invitee of an Owner, the amount shall be due and payable by such Owner and shall be an Individual Assessment against such Owner's Lot or Unit.

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, the

other Association Governing Documents or the Planned Community Act, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Manager pursuant to Article VIII, Section F of this Declaration, the Board shall have the power and authority to act on behalf of the Association.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Declarant, 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 ninety days prior written notice. Part of the Manager's compensation may include any miscellaneous fees payable in the event of transfers or other transactions involving a Lot or Unit.

G. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by the Association or for which the Association has an obligation to repair, maintain and replace, obtain and maintain insurance for all buildings, structures, fixtures and equipment, and common personal property, now or at any time hereafter constituting a part of the Common Elements owned or to be maintained by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

i. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, Unit, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

ii. shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then-latest edition of Best's Insurance Reports or its successor guide;

iii. shall be written in the name of the Association; and

iv. shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty days in advance of the effective date of any cancellation of the policy, provided that in the case of the Association's failure to pay the insurance premium when due, the carrier shall only be required to provide ten days advance notice to the Association and all first mortgagees.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering (i) all of the Common Elements owned by or under the control of the Association and (ii) the functions of the Association and insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than the greater of (i) the amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use, and (ii) $1,000,000, for each occurrence and $2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage. This insurance shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, officers of the Association, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party without at least thirty days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Unit that have provided written notice to the Association stating the name and address of such holder or insurer and a description of the Lot or Unit subject to said mortgage.

3. Fidelity Coverage. The Board, on behalf of the Association, shall obtain, or cause to be obtained, and thereafter maintain, at the Association's cost and as a common expense, blanket fidelity, crime, or dishonesty insurance coverage or a fidelity bond for any person who controls or disburses Association funds, including, but not limited to any, Director, officer, employee, agent, volunteer, bookkeeper, management company principal or employee, or other individual who has the authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit. The fidelity bond or policy shall name the Association as the named insured, be for the sole benefit and the property of the Association, protect the Association against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds, and be written in an amount sufficient to protect the Association, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then-current amount of three months' Assessments on all Lots, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, the policy or bond shall include within the definition of "employee", the manager or the managing agent of the Association, or provide for an appropriate endorsement to the bond or policy to cover the manager or managing agent and shall provide for an appropriate endorsement to cover any persons who serve without compensation if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified by the insurance carrier or bond issuer (including cancellation for non-payment of premium) without the carrier or issuer providing at least ten (10) days prior written notice to the Association's president or managing agent, and

any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Lot or Unit who requires such rights. Any manager or managing agent who handles funds of the Association may be required to maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or oblige.

4. Directors' and Officers' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance in an amount of not less than $1,000,000 for each claim and in the aggregate.

5. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (i) workers' compensation insurance, (ii) cybersecurity insurance, (iii) additional insurance against such other hazards and casualties as is required by law, and (iv) any other insurance the Board deems necessary.

6. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned or insured by the Association, the Association shall promptly repair or replace the same to the extent that insurance proceeds are available. Each Member 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 Board may levy a Special Assessment pursuant to the provisions hereof 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 the acquisition of the Common Elements owned by the Association, or any portion thereof, or for any other Improvements for which the Association may be entitled to recover. Each Owner hereby irrevocably 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 Owner or any holder or insurer of a first mortgage on a Lot or Unit, the Association shall be required to make reasonably available for inspection by that Owner or holder or insurer of a first mortgage the books, records, and financial statements of the Association, including current copies of the Declaration, Code, Articles of Incorporation, and effective Rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Owners, lenders, and the holders, insurers and guarantors of first mortgages on Lots and Units, pursuant to reasonable standards established from time to time by the Board by rule, including, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. In addition, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles of Incorporation, effective rules and

regulations, and the most recent annual audited financial statement (if such is prepared) subject to reasonable standards established from time to time by the Board.

The foregoing notwithstanding, the Board shall not be required to permit the examination and copying of the Association's books, records, or minutes that (a) date back more than five (5) years from the date of the request to the Association or (b) contain any information pertaining to property-related matters, contain communications with legal counsel or attorney work product pertaining to pending litigation or other property-related matters, contain information that pertains to contracts or transactions currently under negotiation, contains information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements, contain information that relates to the enforcement of the Declaration, Code, or Rules of the Association against an Owner, or contain information the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America.

IX. ASSESSMENTS

A. Operating Fund. The Board shall establish an operating fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Elements, and for any other items for which the Association is responsible for maintaining, repairing, and replacing. The Board may establish a Reserve Fund to which a portion of the Operating Assessments shall be credited to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the operating fund.

B. Types of Assessments. Subject to the provisions of this Declaration, each Lot and its Owner or Owners and each Unit or its Owner or Owners is and shall be subject to the following Assessments and the Owner or Owners of each Lot and each Unit, by accepting a deed to that Lot or Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agrees to pay to the Association the following Assessments: (1) Operating Assessments; (2) Special Assessments; and (3) Individual Assessments all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot or Unit, nor shall any such liability be subject to any set-off or reduction for any reason.

C. Operating Assessments.

1. For the purposes of providing funds to pay:

i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association;

ii. the costs for insurance and bond premiums to be provided and paid for by the Association;

iii. the cost for utility services, if any, charged to or otherwise properly payable by the Association;

iv. the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Declarant;

v. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board in its sole discretion;

vi. an amount deemed adequate by the Board, in its sole and unfettered discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

vii. the costs for the operation, management, and administration of the Association, including, but not limited to, fees for property management, real estate taxes and assessments for the Common Elements owned by the Association, fees for legal and accounting services, costs of mailing, postage, supplies, and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy, and collect Operating Assessments against each Lot with a dwelling constructed thereon that has been conveyed to a home purchaser other than Declarant and each Unit that has been conveyed to a home purchaser other than Declarant and against the Owners of such Lot or Unit, an equal pro-rata share of such costs, in accordance with the provisions of this Declaration and the other Association Governing Documents.

2. An equal pro-rata share of the Operating Assessments shall be assessed and collected as follows:

i. Initial Period. Commencing on the date a Lot with a dwelling constructed thereon is initially conveyed to a home purchaser other than Declarant, such Lot and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated through the date of closing and based on a 365-day year. Commencing on the date a Unit is initially conveyed to a purchaser other than Declarant, such Unit and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated through the date of closing and based on a 365-day year. These amounts may have been prepaid by Declarant or a builder

approved by Declarant, and, if so, a credit back to Declarant or such builder, as appropriate, will be collected at the closing on the Lot or Unit.

ii. Subsequent Calendar Year. For each full year following the year in which a Lot with a dwelling constructed thereon is first conveyed to a home purchaser other than Declarant or a Unit is first conveyed to a home purchaser other than Declarant, the Lot or Unit and its Owner(s) shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall adopt a budget and establish an equal Operating Assessment amount, to be charged to each such Unit and each such Lot with a dwelling constructed thereon for such year. The Assessment amount shall be determined by dividing equally among all Units in the Community that have been conveyed to a home purchaser and all Lots in the Community that have a dwelling constructed thereon and that have been conveyed to a home purchaser other than Declarant, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in owning and/or maintaining all Common Elements, and appropriate reserve funds).

Declarant may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (a) an amount equal to the per Lot or Unit Operating Assessment multiplied by the number of Lots or Units owned by Declarant as of the first day of such year; or (b) based upon the percentage of Lots and Units still owned by Declarant, an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot and Unit Owners for the year. If and to the extent funds provided by Declarant to the Association are necessary as a result of the failure of Owner(s) to pay all or any portion of duly levied Assessments to the Association, such amounts provided by Declarant may be characterized as non-interest bearing 'advances' or 'loans' by Declarant to the Association, which the Association shall be obligated to repay to Declarant upon demand, or which may be credited to Declarant's payment of deficit(s) in any future year(s).

iii. Due Dates. The Operating Assessments issued to a Lot or Unit and its Owners shall be payable in full within ten days of the date on which such Assessment is issued, provided, however, that the Board may determine to allow payment in monthly, quarterly, or semi-annual installments. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and notice of the Assessment shall be given to an Owner not less than ten days prior to the date the first installment thereof is due. Unless the Operating Assessment states that it is payable in installments, payment in full within ten days shall be required.

D. Special Assessments. The Board may levy against all Lots and Units, and their Owners, that are subject to Operating Assessments, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents and/or applicable law. Special Assessments shall be allocated among Lots and Units and their Owners on the same basis as Operating Assessments are to be allocated and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty days written notice.

E. Individual Assessments. The Board may levy an Individual Assessment against any Lot or Unit and its Owner or Owners to reimburse the Association for costs incurred on behalf of that Lot or Unit or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, 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 administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Association reasonably determined to be an Individual Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Assessment in the nature of an administrative or enforcement charge reasonably determined by the Board against any Lot or Unit and its Owner or Owners when the Lot or Unit is in violation of the provisions of the Association Governing Documents or the Owners or Occupants of that Lot or Unit or their guests or invitees violate any provision of the Association Governing Documents, or who suffers or permits the Occupants, guests, invitees or tenants of that Owner's Lot or Unit to violate the same or any provision of the Association Governing Documents, including the restrictions contained herein and/or in the Rules. Subject to the Association Governing Documents and any Rules duly adopted by the Board, the Board may levy and collect an Individual Assessment against an Owner for the use or rental of certain Common Elements including, but not limited to, any outdoor swimming pool, pool house, or shelter, that are above and beyond the normal use of the Common Elements available to all other Owners.

Except in the case of Individual Assessments for utility charges, charges for use or rent of Common Elements, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorneys' fees, prior to levying an Individual Assessment, the Board shall give the Owner or Owners written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Owner in writing, of the proposed Individual Assessment that includes:

1. a description of the property damaged or of the violation of the restriction, Rule, or regulation allegedly violated;

2. the amount of the proposed Individual Assessment;

3. a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Assessment by delivering to the Board a written notice

requesting a hearing within ten days after the Owner receives written notice of the proposed Individual Assessment; and

4. in the case of a charge for violation of a restriction, Rule, or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Assessment is proposed to be charged, delivered personally to an Occupant of that Owner's Unit or to an Occupant of a dwelling on that Owner's Lot, delivered by certified mail, return receipt requested, delivered by regular mail, or delivered in the form of electronic mail to an electronic mail address previously provided by the Owner in writing. In the event after such hearing the Board determines to levy the Individual Assessment proposed, the Board shall deliver to the Owner written notice thereof within thirty days of the date of that hearing.

F. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, is not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Late Charge; Interest. If any Assessment or portion of any Assessment remains unpaid for ten days after all or any part thereof became due and payable, the Board, at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by the Board and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of (i) twelve percent (12%) and (ii) the highest rate permitted by law. In addition, reasonable administrative collection charges may also be assessed for any payment remaining unpaid for ten days after it is due, which charge may be payable to the Association or its Manager, as determined by the Board.

3. Application of Payments. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s) or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize

the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment and/or an action to foreclose the Association's lien or liens against a Lot or Unit for unpaid Assessments owed by that Lot or Unit and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot or Unit to the extent permitted by Ohio law. Except as otherwise provided herein, the transfer of an interest in a Lot or Unit shall neither impair the Association's lien against that Lot or Unit for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot or Unit against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten days after it is due, then the Board may authorize the filing of a certificate of lien with the County Recorder's office in the County or Counties in which the property is located for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Lot or Unit which the lien encumbers, the name of the Owner or Owners of that Lot or Unit, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or the Association's designated representative. Upon the filing of the certificate, the subject Lot or Unit 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 of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

6. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot or Unit recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot or Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot or Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

7. Contested Lien. Any Owner who believes that an Assessment chargeable to that Owner or Owner's Lot or Unit and for which the Association has filed a certificate of lien has been improperly charged against that Lot Or Unit may bring an action in the Common Pleas Court of the County or Counties in which the Lot or Unit is located for the

discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot or Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

8. Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot or Unit have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

9. Vote on Association Matters; Use of Common Elements. If any Assessment, or portion thereof, remains unpaid for more than thirty days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements owned by or under the control of the Association, except for necessary ingress and egress to and from that Owner's Lot or Unit, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association has a duty to maintain and keep in good repair the Common Elements as provided herein. This maintenance shall include but is not limited to the maintenance, repair, and replacement of the Common Elements, if any, owned by the Association and the maintenance, repair, and replacement of cluster mailbox facilities required by the United States Postal Service to be maintained for the benefit of the Owners; provided such facilities are not maintained by the United States Postal Service to be maintained for the benefit of the Owners; provided such facilities are not maintained by the United States Postal Service or a governmental or quasi-governmental entity. Additionally, except to the extent that a reserve area or open space area identified on a plat that is subject to the provisions of this Declaration, and the Improvements thereon, are otherwise to be maintained by an owner, utility provider, governmental entity, or other third party, pursuant to applicable zoning, plat, or other recorded instruments, the Association shall be responsible for the maintenance, repair and/or replacement of reserve area(s) or open space(s) that exist within the Community from time to time including, specifically, Reserves A, B, C, D, and E, respectively, as identified on Exhibit A and any Improvements thereon. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the Improvements required to be maintained by the Association. In addition, the Association has a duty to maintain and keep in good repair any property, fixtures, or other items for which it assumes the maintenance responsibility in writing, whether the Association was initially a party to the writing, agreement, contract, or other covenant, or whether responsibility was assumed by or assigned to the Association at a later date.

B. Maintenance by Owner. Each Owner or Occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot or Unit, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot or Unit, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to the provisions of this Declaration or by a governmental authority. In the case of a Lot, this maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs, and replacements of Improvements (including, specifically, and without limitation, all buildings, sidewalks, driveways, and landscaping) on that Lot. This maintenance responsibility also includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's own expense all maintenance, repairs, and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Elements. Each Lot Owner shall maintain those portions of that Owner's Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Lot Owner fails to maintain that Owner's Lot or the Improvements thereon 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 Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements 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 an Individual Assessment for all reasonable expenses incurred.

D. Damage to Common Elements by Owner or Occupant. If any portion of the Common Elements is damaged by any Owner or Occupant, that Person's family, guests, or invitees, then the Board may levy an Individual Assessment against such Owner and their Lot or Unit for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot or the common elements of any condominium in Darby Station to repair or maintain any Common Elements adjacent to such Lot or common elements.

XI. MISCELLANEOUS

A. Term. The provisions of this Declaration shall bind and run with the land for a term of forty years from and after the later of the date that this Declaration is recorded with the Office of the Recorder of Union County, Ohio or is recorded with the Office of the Recorder of Madison County, Ohio, and thereafter shall automatically renew forever for successive periods of ten years each unless terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members and the approval of the Village of Plain City.

B. Enforcement; Waiver. The provisions of this Declaration and the provisions of the other Association Governing Documents may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Board, the Design Review Board, the Village of

Plain City (in its sole discretion), and each of their respective heirs, successors, and assigns, against any Person(s) violating or attempting to violate, any covenant, restriction, Rule, or provisions of the Association Governing Documents, to restrain and/or to enjoin any 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) in connection with any violation. Failure of Declarant, the Association, the Board, the Design Review Board, the Village of Plain City, or any Owner to enforce any provision of this Declaration, the Association Governing Documents, 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 or Unit, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof, the Rules, or any of the other Association Governing Documents.

In the event the Association fails to duly elect and maintain a Board of Directors, the Village of Plain City may, in its sole discretion and to the extent permitted by law, commence and fully prosecute any proceeding at law or in equity to require the members to elect or fully constitute a Board of Directors of the Association to enforce the provisions of the Declaration and to recover any and all damages, costs of enforcement and any other costs incurred (including without limitation, reasonable attorney fees) in connection with such action.

C. Litigation. Other provisions of the Declaration, Code of Regulations (Bylaws), or the Articles notwithstanding, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Owners exercising not less than sixty-seven percent (67%) of the voting power of all Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration, Code, Articles, Rules, or other Association Governing Documents (including, without limitation, the enforcement of the restrictive covenants or Rules or the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IX of the Declaration and the Planned Community Act, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims or cross-claims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made pursuant to the procedures set forth elsewhere in the Declaration.

D. Amendments.

1. Amendments by Declarant. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners or the Association, provided that no such amendment may remove, revoke, or modify any right or privilege of the Village of Plain City without the written consent of Village of Plain City. Any such amendment may modify the covenants, conditions, restrictions, and easements set forth herein or may impose covenants, conditions, restrictions, and easements 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 any property in the

Community. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots or Units; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration, or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot or Unit unless the Owner or Owners thereof have consented to such amendment in writing. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as the execution of this Declaration by the Declarant and contain Declarant's certification that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Union County Recorder and the Madison County Recorder.

Before or after the Turnover Date, Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and from time to time by executing and recording with the Recorder's Office of Union County, Ohio and/or the Recorder's Office of Madison County, Ohio, as appropriate, an amendment or supplement to this Declaration or a supplemental declaration specifying that such Additional Property is part of the Community. Such an amendment or supplemental declaration shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such supplemental declarations or amendments or supplements to this Declaration may contain such supplementary, additional, different, new, varied, revised, or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

2. Amendments by the Association. After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association either in writing or in a meeting called for that purpose; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, further provided that the consent of the Village of Plain City shall be required for any amendment or modification which affects the rights of the Village of Plain City hereunder and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, to dissolve this planned community, to terminate the provisions of this Declaration or to terminate the Association. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to

execution as observed in this Declaration by the President and the Secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Union County Recorder and the Madison County Recorder. The Declaration may not be amended so as to eliminate the Association's responsibility to own, repair, and/or maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Owners to be Members of and pay Assessments to the Association.

3. Amendments by the Board. After the Turnover Date, the Board may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots or Units; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot or Unit unless the Owner or Owners thereof have consented to such amendment in writing. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Union County Recorder and the Madison County Recorder.

No amendment made pursuant to the provisions of this Article XI, Section D may remove, revoke, or modify any right or privilege of Declarant or the Village of Plain City without the written consent of Declarant or the Village of Plain City, as appropriate, or the assignee of such right or privilege.

E. Declarant's Rights to Complete Development. Declarant shall have the right to (1) complete the development, construction, promotion, marketing, sale, resale, and leasing of Property in Darby Station; (2) construct or alter Improvements on any property owned by Declarant; (3) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale, and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through the streets, paths, walkways, and easements 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 Declarant or require Declarant or its assignee to obtain approval to (i) excavate, cut, fill or grade any property owned by Declarant, or (ii) construct, alter, remodel,

demolish or replace any Improvements on any Common Elements or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Elements or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

F. Declarant's Rights to Re-plat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter, or re-plat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or re-platting shall be the subject of any such amendment, alteration or re-platting. The Association and each Owner whose Lot or Unit is not altered by such amendment, alteration, or re-platting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration, or re-platting and shall be deemed to have joined in the same. Any amendments, alterations, platting, or re-platting of or to any plat or development plan for the Property shall be subject to the approval of the Village of Plain City.

G. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot or Unit, 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 or Unit), shall be entitled to timely written notice of:

1. any proposed amendment of this Declaration;

2. any proposed termination of the Association; and

3. any default under this Declaration that gives rise to a cause of action by the Association against the Owner of the Lot or Unit subject to the mortgage of such holder or insurer, where the default has not been cured in sixty days.

Each holder and insurer of a first mortgage on any Lot or Unit shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours. The holder or insurer of a first mortgage on a Lot or Unit is not required by the Declaration to collect Assessments.

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 or is unenforceable, 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. Mutuality. All restrictions, conditions, and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, the Association, and the present and future owners of Lots and Units in the Community, and each part thereof, and their respective

personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

J. 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.

K. Notices. Except as otherwise specifically required by the Association Governing Documents or applicable law, notices, demands, or other communications to an Owner shall be given in writing (a) by personal delivery, by delivery to the Owner's Unit, or if a residence has been constructed on such Lot, at the Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot or Unit as shown by the records of the Association, or as otherwise designated in writing by the Owner or (b) by electronic mail to any Owner who has voluntarily provided the Association, in writing, with a designated electronic mailing address. Nothing contained within this Declaration or the Code shall require that the Board utilize electronic mail delivery in lieu of another approved delivery method. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the postal or electronic mailing address of any Member. Any demand, notice, or other communication or action given or taken hereunder or by one of the joint Owners of a Lot or Unit shall be deemed to be given, taken, or received by all such joint Owners.

L. Exhibits. The exhibits hereto are part of this Declaration as if set forth in full herein.

M. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the exhibits hereto.

N. Additional Provisions.

1. Existing Gas Line Easement. Portions of the Community are subject to certain pipeline and right of way agreements (i) dated April 27, 1954, and recorded in Deed Book 190, Page 255 in the Union County Recorder's office and (ii) dated April 27, 1954, and recorded in Deed Book 149, Page 600 in the Madison County Recorder' office (hereinafter collectively referred to as the Original Agreement), and both agreements having been assigned to Buckeye Pipeline Company, L.P. by an Assignment and Assumption of Rights of Way, dated November 18, 1986, and recorded in Deed Book 302, Page 254 in the

Union County Recorder's office and having been assigned to Buckeye Pipeline Company, L.P. by an Assignment and Assumption of Rights of Way, dated November 18, 1986, and recorded in Deed Book 271, Page 738 in the Madison County Recorder's office. The Original Agreement was amended and modified by a Partial Release & Restriction Agreement dated recorded as Instrument No. 202109280012871 in the Union County Recorder's office and recorded in Official Record 680, Pages 1796-1805 in the Madison County Recorder's office.

The easement rights under the recorded documents are for the sole and limited purposes of constructing, operating, maintaining, altering, repairing, removing, and abandoning its existing and future facilities, including, but not limited to, pipeline(s), valve site(s), corrosion mitigation, line markers, and any other above-ground appurtenances within the easement area together with the right of ingress and egress thereto by the most convenient means. The owner or owners of property on which the easement is located agree not to place, erect, or permit the placement of any buildings, structures, objects, improvements, obstructions, or materials of any kind (including, but not limited to, trees, shrubs, bodies of water, fences, swimming pools, or waste disposal systems) over, under, or upon the easement area and agree not to use the easement area, or any part thereof, in any way which will interfere with the rights of the easement holder to immediate and/or unimpeded access to and workspace around its facilities or otherwise interfere with the proper and safe use, operation, enjoyment, and lawful exercise of its rights as set forth in the recorded documents without the prior written consent of the holder of the easement rights. Furthermore, the owner or owners of property on which the easement area is located shall not excavate within or remove any fill dirt from the easement area or deposit any fill or other material of any kind thereon without the prior written consent of the holder of the easement rights. Pursuant to the recorded documents, the holder of the easement rights shall have the right, but not the obligation, at its sole expense to keep the easement area clear of trees or overhanging limbs, brush, ornamental, or other vegetation which have grown or encroached on the easement area and shall not be liable for damages to any trees, tree limbs, brush, ornamental, or other vegetation growing upon the easement area during the exercise of any of its easement rights.

2. Environmental Covenants. Portions of the Community are or will be subject to an "Environmental Covenant" and subject to the following: (i) commercial development and agricultural or industrial activity within the covenant area is prohibited; (ii) the use or disposal of fertilizers within the covenant area is prohibited; (iii) the dumping or accumulation of waste, yard waste, garbage and unsightly or offensive materials within the covenant area is prohibited; (iv) any cutting of trees, ground cover, grasses or vegetation, or destroying by means of herbicides or pesticides on the covenant area is prohibited other than the removal or control of invasive and noxious species or other control activities that are approved by the Ohio Environmental Protection Agency ("Ohio EPA"); (v) the placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots in the covenant area is prohibited unless permitted by the Ohio EPA; (vi) natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted, or otherwise altered on the covenant area unless permitted by the Ohio EPA; and (vii) any

disturbance of the covenant area is prohibited other than activities that promote natural and/or native vegetation in the covenant area or activities approved by the Ohio EPA associated with restoration or recovery of natural floodplain and channel from characteristics.

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

M/I HOMES OF CENTRAL OHIO, LLC

By: _____

Print Name: Timothy C. Hall, Jr.

Position: Area President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, on this 15th day of February 2023, by Timothy C. Hall, Jr., the Area President of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Darlene W. Smith
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Darlene W. Smith
Notary Public, State of Ohio
My Commission Expires 06-25-2024

EXHIBIT A

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS FOR DARBY STATION

LEGAL DESCRIPTIONS OF THE PROPERTY INITIALLY SUBJECTED TO THE DECLARATION

Situated in the State of Ohio, Counties of Union and Madison, Village of Plain City, and known as and being Lots 1 through 29, both inclusive, and Reserve A in DARBY STATION PHASE 1 PART 1 FINAL PLAT, as the same are numbered, lettered, and/or delineated on the plat thereof, recorded as Instrument No. 202201110000351 (Plat Book 6, Pages 122ABC), Recorder's Office, Union County, Ohio **AND** recorded in Plat Book B, Page 469-472 (Instrument No. 202200000244), Recorder's Office, Madison County, Ohio.

AND

Situated in the State of Ohio, Counties of Union and Madison, Village of Plain City, and known as and being Lots 30 through 59, both inclusive, and Reserve B and Reserve C, respectively, in DARBY STATION PHASE 1 PART 2 FINAL PLAT, as the same are numbered, lettered, and/or delineated on the plat thereof, recorded as Instrument No. 202201110000352 (Plat Book 6, Pages 123ABCD), Recorder's Office, Union County, Ohio **AND** recorded in Plat Book B, Page 465-468 (Instrument No. 202200000240), Recorder's Office, Madison County, Ohio.

AND

Situated in the State of Ohio, Counties of Union and Madison, Village of Plain City, and known as and being Lots 60 through 80, both inclusive, and Reserve D and Reserve E, respectively, in DARBY STATION PHASE 1 PART 3 FINAL PLAT, as the same are numbered, lettered, and/or delineated on the plat thereof, recorded as Instrument No. 202201110000353 (Plat Book 6, Pages 124ABC), Recorder's Office, Union County, Ohio **AND** recorded in Plat Book B, Page 473-475 (Instrument No. 202200000248), Recorder's Office, Madison County, Ohio.

AND

EXHIBIT A (Continued)

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS FOR DARBY STATION

LEGAL DESCRIPTIONS OF THE PROPERTY INITIALLY SUBJECTED TO THE DECLARATION

Situated in the State of Ohio, Counties of Union and Madison, Village of Plain City, and known as and being Lots 81 through 102, both inclusive, in DARBY STATION PHASE 1 PART 4 FINAL PLAT, as the same are numbered, lettered, and/or delineated on the plat thereof, recorded as Instrument No. 202201110000354 (Plat Book 6, Pages 125AB), Recorder's Office, Union County, Ohio **AND** recorded in Plat Book B, Page 476-477 (Instrument No. 202200000251), Recorder's Office, Madison County, Ohio.

EXHIBIT B

CODE OF REGULATIONS

(BYLAWS)

OF

DARBY STATION OWNERS' ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1.01. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE II

NAME AND PURPOSE

Section 2.01. The name of this Ohio nonprofit corporation shall be Darby Station Owners' Association, Inc. (the "Association").

Section 2.02. The purposes for which the corporation is formed are set forth in the Articles of Incorporation for Darby Station Owners' Association, Inc., filed with the Ohio Secretary of State, and include being and acting as an association of the owners of residential Lots and Units in a development known as and referred to herein as "Darby Station" or as the "Community". The Association shall also serve as the "owners association", as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Act").

ARTICLE III

MEMBERS AND VOTING

Section 3.01. Every individual or entity who is a record owner of a fee or undivided fee simple interest in a Lot or Unit (as defined in the Declaration) that has been subjected to the provisions of the Declaration of Covenants, Easements, Conditions, Restrictions, and Assessments for Darby Station to which this document is attached, and any amendments or supplements thereto (hereinafter the "Declaration"), shall be a "Member" of the Association, except in the case of a Lot or Unit subject to a recorded land installment sales contract, the vendee or vendees and not the owner or owners of the fee simple interest shall be a Member. "Owner", as used herein, as well as in the Declaration, means and includes the record Owner of a fee simple interest in a Lot or Unit

subject to the provisions of the Declaration, except the owner of the fee simple interest in a Lot or Unit subject to a recorded land installment contract, in which case the vendee is referred to herein as the "Owner." The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Lot or Unit, and upon the sale, transfer, or other disposition of each undivided fee simple interest or vendee interest in a Lot or Unit, 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 membership in the Association or sever that membership interest.

Section 3.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot and each Unit in the Community shall be entitled to exercise one vote for each such Lot or Unit that the Owner or Owners own. If two or more persons or entities own undivided interests in a Lot or Unit as fiduciaries, tenants in common, or otherwise, such persons or entities shall only be entitled to one vote with respect to the Lot or Unit, which vote shall be exercised, if at all, as a single Lot or Unit and not by percentage of interest.

Notwithstanding anything herein to the contrary, M/I Homes of Central Ohio, LLC, an Ohio limited liability company and the Declarant of Darby Station (hereinafter, the "Declarant"), or its successor or its designee, 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 Declarant elects to relinquish the voting right, which relinquishment shall take place no later than the time Darby Station, including all "Additional Property" defined in the Declaration, has been developed to its fullest extent, and all Lots and Units have been deeded to bona fide purchasers unrelated to Declarant. At such time as Declarant elects to relinquish the voting right, each Lot and each Unit 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 provided herein, Declarant, including Directors appointed by and employed by Declarant, 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 3.03. Fiduciaries and minors who are Owners of record of a Lot or Unit may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Lot or Unit as fiduciaries, tenants in common, or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot or Unit, which vote shall be exercised, if at all, as a single Lot or Unit and not by percentages of interest. If more than one of such Owners attends a meeting or acts in voting by mail or executing consents, a majority of those voting may act for the Owners of the Lot or Unit. If only one such person or entity attends a meeting, votes, or executes a consent, then that person or entity may act for all.

Section 3.04. An entity that is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee, or employee, and any such person 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 entity that such authority does not exist or is vested in some other officer or person.

Section 3.05. 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. A telegram, cablegram, electronic mail, or an electronic, telephonic, or other transmission appearing to have been transmitted by a Member, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile, or equivalent reproduction of a writing signed by a Member, appointing a proxy, is a sufficient 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 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 IV

MEETINGS OF MEMBERS

Section 4.01. After the relinquishment of control of the Association by Declarant, an annual meeting of the voting Members for the election of Directors, 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 during the second quarter of each calendar year, on a date established by the Board of Directors of the Association. or on such other date within one month thereafter as may be designated by the Board of Directors from time to time. No annual meetings shall be required to be held before Declarant relinquishes control of the Association.

Section 4.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by Declarant, by Members entitled to exercise not less than twenty-five percent (25%) 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 4.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the Persons calling the meeting.

Section 4.04. 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, or at the direction of, the President or Secretary of the Association to each Member entitled to notice thereof. Notice of the meeting may be provided by (a) personal delivery to the Member, (b) mail to the Member's mailing address as it appears on the records of the Association, or (c) electronic mail to any Member who has voluntarily provided the Association, in writing, with a designated electronic mailing address, not more than sixty (60) nor less than five (5) days before the meeting. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the postal or electronic mailing 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 Member's Lot or Unit 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 Directors 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 by the Directors, 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 or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving their right to vote.

Section 4.05. 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 4.06. 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 and voting on the action; provided that no action required by law, the Declaration, the Articles of Incorporation, 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. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 4.07. 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 4.08. At all elections of members of the Board of Directors, the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected and those candidates receiving the greatest percentage of votes shall serve the longest terms, if elected, all subject to the requirement that at least one Director shall be an Owner or Co-Owner of a Unit, the spouse of an Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an Owner of a Unit. In the event of a tie, the winner shall be determined by lot. 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 and voting on such matter unless for the particular purpose, the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 4.09. 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 not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of Members may also be taken 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 Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

Section 4.10. Notwithstanding any provision contained in the Code to the contrary, during such a time and only during such a time as any federal, state, or local governmental rule, regulation, declaration, or other action, including, but not limited to, the declared Ohio "State of Emergency" and the United States "National Emergency" in effect as of the date of the recording of the Code, prohibits or otherwise makes an in-person meeting of the Members impossible, unsafe, and/or impractical, the Board of Directors in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the Members including, but not limited to, a meeting called for the purpose of electing a Director or Directors pursuant to the provisions of Article V of the Code, whereby Members may be permitted and/or exclusively allowed to attend the meeting "in person" by the use of "Authorized Communications Equipment". For the purposes of this Section 4.10, "Authorized Communications Equipment" shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any

electronic means from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, affords all persons participating in the meeting an opportunity to contemporaneously communicate with each other.

For purposes of providing notice of the meeting, and any other requirements contained in the Code, the "place" of the meeting described within this Section 4.10 may be a designated physical location or a virtual address or number reached solely by means of Authorized Communications Equipment, in the Board of Directors' sole and absolute discretion. Any Member who uses Authorized Communications Equipment under this Section 4.10 is deemed to be present in person at the meeting, whether the meeting is held at a designated place or solely by means of Authorized Communications Equipment. In the event a purpose of a meeting of the Members is to elect one or more Directors to the Association, the Board of Directors may forego taking nominations from the floor of the meeting, provided that the membership has been afforded a reasonable opportunity, as determined by the Board of Directors, to submit a nomination(s) prior to the election. The Board of Directors may adopt procedures and guidelines for the orderly operation of a meeting and voting, and for any and all other actions as set forth in Chapters 1702 and 5312 of the Revised Code of Ohio. By way of example and not limitation, this may include the ability of the Board of Directors to enact procedures for Members to cast a vote by written ballots; mailed ballots; general or directed proxies; and/or Authorized Communications Equipment, even if any such method is not specified in the other provisions of the Code.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation, 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 Directors. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations, and the Rules (collectively, the "Association Governing Documents") and by the Planned Community Act until they resign, or until their successors are elected and qualified.

Before the relinquishment of control of the Association by Declarant, Declarant shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Declarant shall from time to time appoint in its sole and unfettered discretion. Members of the Board of Directors appointed by Declarant need not be a Lot Owner, the spouse of a Lot Owner, a Unit Owner, the spouse of a Unit Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association.

Subsequent to the relinquishment of control of the Association by Declarant, the Board of Directors shall consist of five individuals, one of which must be an Owner or Co-Owner of a Unit, the spouse of an Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an Owner of a Unit. Two of the Directors elected at the meeting of Members in which Declarant relinquishes control of the Association shall serve until the end of the next following annual meeting of Members or until their successors are elected, and three of the Directors shall serve until the end of the second annual meeting of Members following the Turnover Date or until their successors are elected. Directors elected at each annual meeting thereafter shall serve two-year terms. Following the turnover of Declarant control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

In the event that at an election of the Directors, there are no candidates for the Board from a category as outlined above, the candidate receiving the greatest percentage of votes, and not otherwise elected to a vacant Board position, shall be elected to the vacant position regardless of category.

Section 5.02. To qualify for nomination, election, or appointment as a Director (other than by Declarant), the prospect must be an individual who is an Owner or Co-Owner of a Lot or Unit, the spouse of an Owner or Co-Owner of a Lot or Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an Owner, and such Owner or Co-Owner must not then be delinquent in the payment of any obligation and/or Assessment (or portion of any Assessment) to the Association by more than thirty days, or then be an adverse party to the Association, or the Board of Directors or any member thereof (in that member's capacity as a member of the Board of Directors) in any litigation involving one or more of those parties.

Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 6.05 of Article VI of this Code of Regulations. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if it nominates a candidate, it shall nominate at least the number of Directors to be elected.

Section 5.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by Declarant, vacates membership on the Board of Directors as a result of death, resignation, or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty days after it is created, said remaining Directors shall call a special meeting of Members of the Association to fill the vacancy, such meeting to be held within sixty days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall serve until the next

annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned, or removed Director.

Section 5.04. The Board of Directors shall hold such meetings from time to time as it deems necessary. Such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine or by electronic or telephonic communication, provided that each Director may contemporaneously communicate with each other Director.

Section 5.05. The President or Secretary shall cause electronic, telegraphic, or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two nor more than twenty days before the meeting, except that a regular meeting of the Board of Directors 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 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 of Directors may be waived by any Director 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 Director at any Board of Directors 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 that person of notice of the meeting.

Section 5.06. At all meetings of the Board of Directors, 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 meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations. No Owner or Member or any other person, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner, Member, or person to attend or participate.

Section 5.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 5.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 5.09. The Board of Directors may employ or engage the services of a Manager 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 of Directors may delegate to any such Manager, person, firm, or corporation such administrative and ministerial duties as it determines.

Section 5.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles of Incorporation, this Code of Regulations, and the Planned Community Act that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations, Articles of Incorporation, or Planned Community Act, and without limiting the generality of the foregoing, the Board of Directors shall have the right, power, and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, Code of Regulations, and Articles of Incorporation;

(b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;

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

(d) subject to the provisions of the Declaration, repair, maintain, and improve the Common Elements and other Improvements that are the responsibility of the Association;

(e) establish, enforce, levy, and collect Assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration and adopt, publish, and enforce Rules and regulations concerning the same;

(f) adopt and publish Rules and regulations (i) governing the use of the Common Elements and the personal conduct of Owners, Occupants, and their guests thereon and (ii) such other Rules and regulations permitted by the Declaration;

(g) suspend the voting rights of an Owner during any period in which such Owner is in default by more than thirty days in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty days for each infraction of published Rules and regulations or of any provisions of the Declaration);

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

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements, and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefor and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

(l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots or Units a part of the Community;

(m) purchase and cause the Association to hold title to real property; and

(n) do all things and take all actions permitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 5.11. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify

receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board of Directors, and records of the names and addresses of Owners;

(b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting, when requested in writing by Owners representing not less than a majority of the voting power of Owners;

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

(d) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board of Directors to adopt a budget as provided herein or in the Declaration shall not constitute a waiver or a release of the obligation of an Owner to pay Assessments and, in such event, the budget last adopted shall continue until such time as the Board of Directors adopts a new budget;

(e) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

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

(g) procure and maintain insurance and bonds as provided in the Declaration and as the Board of Directors otherwise deems advisable;

(h) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(i) take all other actions required to comply with all requirements of the Declaration, Articles of Incorporation, and this Code of Regulations.

ARTICLE VI

OFFICERS AND COMMITTEES

Section 6.01. The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may be determined by the Board of Directors. All officers shall be

elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors, and the same person may hold any two or more offices. No officer shall receive any compensation for their services rendered to the Association as a Director, provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 6.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, 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 of the Board of Directors.

Section 6.03. It shall be the duty of the Secretary to keep or cause to be kept under their supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, 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 of Directors. Upon expiration or termination of their term of office, the Secretary shall deliver all books, records, documents, and other property of the Association in their possession or control to their successor or to the President.

Section 6.04. 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 Directors; 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 Assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors 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 of Directors 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 of Directors; 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 6.05. The Board of Directors may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. 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 of Directors. 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 of Directors.

ARTICLE VII

FISCAL YEAR

Section 7.01. 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, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE VIII

INDEMNIFICATION

Section 8.01. The Association shall indemnify any officer or Director 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 that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, 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, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 8.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual 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 that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 8.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(a) the Association shall not indemnify any officer or Director 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 that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, 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 that individual 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 that individual's duty to the Association, unless and only to the extent that 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, that individual is fairly and reasonably entitled to such indemnity as such 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 8.02.

Section 8.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.01, or in defense of any claim, issue or matter therein, that individual 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 in connection therewith.

Section 8.04. Any indemnification required under Section 8.01 and not precluded under Section 8.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 8.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors 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 Directors 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 individual to be indemnified, within the past five years, or (c) by the Members, or (d) by 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 8.04 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 Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 8.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 8.04 shall be evidenced in rebuttal of the presumption recited in Section 8.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 8.04 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 individual who threatened or brought such action or suit, and within ten days after receipt of such notification such individual shall have the right to petition the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 8.05. 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 8.01 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 Director promptly as such expenses are incurred by that individual, but only if such officer or Director 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 that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 8.04 that that individual is not entitled to be indemnified by the Association as provided under Section 8.01; 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, that individual 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 that individual's duty to the Association, unless and only to the extent that 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, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 8.06. The indemnification provided by this Article VIII 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 of Incorporation or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an

individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 8.07. 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 individual who is or was a Director, 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 that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VIII. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 8.08. For purposes of this Article VIII, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VIII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 8.01, 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 that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's 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 that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual 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 this Article VIII; and

(c) The term "volunteer" shall mean a Director, officer, committee member or other agent of the Association, or another individual 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 this Article VIII, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 8.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VIII may be maintained by the person claiming such indemnification, or by the Association, in the either the Court of Common Pleas of Madison County, Ohio or the Court of Common Pleas of Union County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Madison County, Ohio or the Court of Common Pleas of Union County, Ohio in any such action, suit or proceeding.

ARTICLE IX

NOTICES AND DEMANDS

Section 9.01. 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 (a) delivered personally to them, (b) mailed to them at their address as it appears on the records of the Association, or (c) electronically mailed to them at their address as it appears on the records of the Association.

Section 9.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, 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. If notice is permitted to be given via electronic mail, the notice shall be deemed to have been given when the notice has been sent.

ARTICLE X

AMENDMENTS

Section 10.01. 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 seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Owners.

ARTICLE XI

DURATION

Section 11.01. The Association shall exist so long as the provisions of the Declaration are applicable to the Community.

ARTICLE XII

MISCELLANEOUS

Section 12.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.

EXHIBIT C

APPROVED FENCE DETAIL

[INTENTIONALLY OMITTED]

EXHIBIT D

SPECIAL EASEMENT AREAS

[INTENTIONALLY OMITTED]