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DECLARATION OF COVENANTS

EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS

FOR

THE ESTATES AT HOFFMAN FARMS

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
MAY 04 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

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DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR THE ESTATES AT HOFFMAN FARMS

This Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens (the "**Declaration**") is made on or as of this 30th day of April, 2004, by Dominion Homes, Inc., an Ohio corporation, ("**Declarant**").

Background

1. Declarant is the owner in fee simple of the real estate identified and described on Attachment 1 attached hereto and made a part hereof by this reference.

2. The property described on Attachment 1 (the "**Community**") is being developed and built as a subdivision of lots with single-family homes to be built on them, with public streets and associated improvements, and landscaped and green areas and storm water drainage facilities in the Reserves.

3. Contiguous to the Community is property that may be platted and developed as an extension of the Community with subdivision lots for single family homes to be built on them, and additional landscaped and green areas, and subjected to the plan and restrictions created hereby. This property is referred to herein as the "**Additional Property**."

4. Each of the lots in the Community ("**Lot**," and collectively "**Lots**") is designed and planned to have constructed on it one single-family residence.

5. The Reserves shown and delineated on the plat of the Community, and their improvements, are designed and planned to benefit all of the Community.

6. Declarant desires hereby to provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners and Occupants of the Lots and Improvements on them.

7. Declarant deems it desirable for the accomplishment of these objectives to create an agency to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own the "Reserves", 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 a homeowners' association (the "**Association**"), as a non-profit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Community (described on Attachment 1), Declarant hereby declares that all of the property described on Attachment 1, attached hereto and made a part hereof by this reference shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the 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:

ARTICLE I. 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 property as Declarant, in its sole discretion, may from time to time determine.

B. "**Architectural Review Committee**" -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.

C. "**Articles**" and "**Articles of Incorporation**" -- the articles, when filed with the Secretary of State of Ohio, incorporating The Estates at Hoffman Farms Homeowners' Association, Inc. (the "**Association**") as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("**Chapter 1702**").

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

E. "**Association**" -- an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. It is being incorporated as an Ohio non-profit corporation named "The Estates at Hoffman Farms Homeowners' Association, Inc.".

F. "**Board**" -- the Board of Directors 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.

H. "**Common Elements**" -- all real and personal property now or hereafter acquired, 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 includes Reserves A and B, respectively, as set forth and described on Attachment 1, and may include open spaces, other Reserves, detention areas, 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 those Lots and Improvements in the Community.

I. "**Common Expense**" – costs and expenses incurred by the Association in fulfilling its functions pursuant to the provisions of the Governing Documents.

J. "**Community**" or "The Estates at Hoffman Farms" – property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Attachment 1, and may be expanded to encompass all or any part of the Additional Property.

K. "**Declarant**" -- Dominion Homes, Inc. and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

L. "**Exempt Property**" -- means the portion of the real property comprising the Community (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, the County, the City, any 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 (b) owned by the Association; provided in either such case, the same is not utilized as a residence.

M. "**Governing Documents**" – the Association's Articles of Incorporation, Code of Regulations, its Rules, and all amendments thereto, this Declaration, and all amendments thereto, and applicable building and zoning laws and ordinances.

N. "**Improvements**" -- all buildings, outbuildings, garages and 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; swing sets, playground equipment, playhouses and forts; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other structures of every type.

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

P. "**Lot**" -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of 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 subjected to the provisions of this Declaration, excluding the Common Elements and any portion dedicated for public use.

Q. "**Manager**" -- the person or entity retained by the Board to assist in the management of the Association.

R. "**Member**" -- any person or entity meeting the requirement for membership in the Association.

S. "**Occupant**" -- a person lawfully residing in a dwelling on a Lot, regardless of whether that person is an Owner.

T. "**Operating Assessments**" -- an assessment that the Board may levy upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

U. "**Owner**" and "**Lot Owner**" -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding all others having an interest merely as security for performance of an obligation.

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

W. "**Reserves**" -- one or more of the Reserves in the Community, as delineated and shown on a recorded plat subjected to the provisions hereof.

X. "**Rules**" -- the rules and regulations governing use of property in the Community as may be established by the Board from time to time.

Y. "**Special Assessment**" -- an assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of 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 hereunder.

Z. "**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 time that the Community has been fully developed, all

Improvements have been fully completed, and all Lots have been deeded to bona fide purchasers, provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

ARTICLE II. GOALS

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

A. Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;

B. Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;

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

D. Compliance with all zoning and similar governmental regulations applicable to Common Elements in the Community; and

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

ARTICLE III. THE ASSOCIATION

A. Purposes. The purposes of the Association are to:

1. have easements with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in the Community that benefit all of the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as serve all of Community, as set forth herein, and as hereafter initially determined by Declarant, and after the Turnover Date, by the Association's Board;

2. administer and enforce the provisions of the Governing Documents of the Association; and

3. assess, collect and disburse funds necessary to fulfill these purposes.

B. Mandatory Membership. Every holder of a recorded fee simple interest in a Lot, except in the case of a Lot the subject of a recorded land installment contract, the vendee, or vendees under that installment contract, shall, while holding such interest, be a Member of the Association. However, although each such holder is a Member, there shall only be one membership per Lot, and in the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants in common, with respect to that Lot. 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 to which those membership provisions apply shall be those Lots that are subjected hereby to the provision of this Declaration, but as portions of the Additional Property or additional portions of the Community are subdivided and platted into Lots, and the Lots therein subjected by amendments hereto to the plan hereof, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, 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, provided further, there shall not be a membership appurtenant to a Lot 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 and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes Common Elements, for so long as it remains Common Elements. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Association's Governing Documents.

C. Powers; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to own and/or hold easements with respect to, and maintain, Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, and take such other actions as it deems appropriate to its purposes.

D. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other community, subdivision and condominium associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the property in the Community or the Members.

E. Rules and Regulations. The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property as a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof, for a period not exceeding sixty (60) days, for any infraction of the Governing Documents, including but not limited to the provisions hereof and the Rules. In addition, the Board shall have the power to seek relief in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

F. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Association's Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

G. 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 one year and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice.

H. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, 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, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance:

(a) 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, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

(b) 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;

(c) shall be written in the name of the Association; and

(d) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its Officers and Directors, and all Owners.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability insurance policy covering all of the Common Elements insuring the Association, the Directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) $1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. 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, 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 or substantially modified by any party, without at least thirty (30) days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots.

3. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all Officers, Directors, Board Members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) Officers' and Directors' liability insurance, (c) workers' compensation insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Board deems necessary.

4. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements, 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.

I. Condemnation. The Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any portion thereof. Each Member 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 and used for the benefit of the Members, as determined by the Board.

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

ARTICLE IV. THE COMMON ELEMENTS

The Common Elements in the Community shall initially include Reserves A and B of the Community, and all improvements located thereon, and shall be conveyed to the Association free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, including those contained herein, and all other liens and encumbrances of record or otherwise affecting property. Declarant may, thereafter, from time to time, at Declarant's option, convey to the Association, for the use and benefit of the Association and the Owners and Occupants, any other real or personal property, or any interest therein, as part of the Common Elements, provided that property is free and clear of all encumbrances, except as aforesaid, and that property is part of the Additional Property that has been subjected to the provisions hereof. All such Common Elements shall consist solely of property benefiting Lots, Owners, and Occupants in the Community, as a whole, as the same may from time to time be constituted. In addition, the Declarant may also grant such easements to the Association as the Declarant, in its sole and unfettered discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

ARTICLE V. ASSESSMENTS

A. Types of Assessments. Subject to the provisions of this Article, each Lot and its Owner or Owners, shall be subject to the following Assessments, the Owner or Owners of which Lot by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) covenant and agree to pay to: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot 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.

B. Operating Assessments. For the purposes of providing funds to pay:

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

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

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

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

-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;

-an amount deemed adequate by the Board of Directors 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

-the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, 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 herein specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

1. Initial Period. Commencing the first day of the first full month after a Lot with a dwelling constructed thereon has been conveyed by Declarant to a bona fide home purchaser, that Lot and its Owner or Owners shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year 2004, determined by the Board as aforesaid, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12).

2. Subsequent Calendar Year. Prior to January 1, 2005, and prior to January 1 of each calendar year thereafter, the Board of the Association shall establish a budget for anticipated operating expenses for the next following Operating Assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in the Community that have had a dwelling constructed thereon and that have been conveyed to a bona fide home purchaser, and assess each such Lot and its Owner or Owners for the apportioned amount.

3. Operating Assessments for Lots Added. A Lot added to the Community hereafter and becoming subject to the provisions hereof shall be subject to Operating Assessments commencing the first day of the first full month following the day that the Lot and the dwelling constructed thereon was conveyed to a bona fide home purchaser. Operating Assessments on Lots becoming subject to the same during a calendar year shall be prorated for the year during which they became subject to the same in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12).

4. Subsidization. Notwithstanding the foregoing, or any other provision hereof, until January 1, 2005, the maximum Operating Assessment on any Lot shall not exceed the sum of $125.00 per year, and any deficit in funds needed from those charged will be paid by Declarant.

5. Due Dates. The Operating Assessments shall be due in monthly, quarterly, semi-annual, or annual installments, as the Board may from time to time determine. Except for the initial payment of Operating Assessments, notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to an Owner of each such Lot subject to the same not less than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

C. Special Assessments. The Board may levy against all Lots subject to Operating Assessments, and their Owners, 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 hereunder. Those Special Assessments shall be allocated among Lots 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 (30) days written notice.

D. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot and the Owners thereof to reimburse the Association for costs incurred on behalf of that Lot, 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 incurred by the Association, including attorneys' fees, reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of

limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against the Lot of any Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules. Upon its determination to levy an Individual Lot Assessment, the Board shall give the affected Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Lot Assessment.

E. Remedies.

1. Acceleration. If any installment of an Assessment, or portion thereof, is not paid within ten (10) 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. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.

3. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation 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 Lots for unpaid Assessments owed by that Lot 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 to the extent permitted by Ohio law.

4. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any Officer, authorized agent or the Manager of the Association or its authorized representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) 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.

5. 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 recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot 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 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.

6. Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien and/or 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, 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.

7. Notice of Discharge. The Board shall, upon demand, 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 have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

8. Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

ARTICLE VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep the Common Elements in good, clean, attractive, and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements, structures, and landscaping situated upon the Common Elements, including but not limited to the Reserves, the maintenance, repair and replacement of the landscape buffer located along Cosgray Road, including but not limited to the landscaping and other flora and any fencing installed as part of the landscape buffer, and all personal property used in connection with the operation of the Common Elements.

B. Maintenance by Owner. Each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of Improvements on and equipment and components used in connection with that Owner's 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 on such Lot. No Lot or other Improvement shall be permitted to become overgrown, unsightly or fall into a state of disrepair. Each Owner shall maintain that Owner's Lot in accordance with the Rules and the requirements set forth herein.

C. Right of Association to Repair Lot. In the event any Owner fails to maintain that Owner's Lot in the manner required herein, and that Lot remains in disrepair for a period of thirty (30) days after notification by Declarant or the Association to said Owner, and if the Board or Declarant determines that any maintenance of that Lot or Improvements thereon 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, to preserve the value of the Community, or to comply with the Rules or the terms of this Declaration, then the Board or Declarant 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 Lot Assessment for all reasonable expenses incurred, or if performed by Declarant, those expenses shall be reimbursed by the Owner to Declarant.

D. Damage to Common Elements By Owner or Occupant. In the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Lot Owner or

Occupant, or that Person's licensees or invitees, or in the event any part of the Common Elements is damaged by any Owner or Occupant, or that Person's licensees, or invitees, then the Board may maintain, repair, and\or replace the same and the cost thereof shall constitute an Individual Lot Assessment against such Lot and its Owner. The determination that such maintenance, repair or replacement is necessary and\or has been caused so caused, shall be made by the Board in its sole discretion. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

ARTICLE VII. ARCHITECTURAL STANDARDS

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

A. Architectural Review Committee. The Architectural Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Declarant shall have the sole and exclusive right to appoint and remove all three (3) members of the Architectural Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Architectural Review Committee. The foregoing notwithstanding, until dwellings have been constructed on all Lots, a member of the City of Hilliard Planning Commission appointed by the City of Hilliard Planning Commission shall be a member of the Architectural Review Committee. The Architectural Review Committee shall have the exclusive authority, by action of two (2) or more of the members thereof, at a private or public meeting, to determine the architectural standards which shall govern the construction of Improvements on a Lot. 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 adopted by the Architectural Review Committee. No Improvement shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Architectural Review Committee and otherwise complies with all provisions hereof.

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

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

D. Improvements by Declarant. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Declarant or its agents shall be deemed to comply in all respects with this Declaration and the requirements of the Architectural Review Committee.

ARTICLE VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use of each Lot and occupancy of Improvements thereon shall run with the land and be binding upon the Declarant and every Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees:

A. Use of Lots. Except as otherwise specifically provided in this Declaration, no dwelling on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no dwelling may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. In addition, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached two car garage. No bi-level homes shall be permitted. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or builders approved by Declarant, for sales and construction management and related uses during the construction and sale of homes in the Community. All homes shall comply with material standards as approved by the City of Hilliard for this Community and by the Architectural Review Committee.

B. Minimum Square Footages. No dwelling shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

C. Use of Common Elements. The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements 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 and all other Governing Documents, and the laws of the State.

D. 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 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.

E. Signs. No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Declarant while marketing Lots and residences for sale or rent; (ii) street and identification signs installed by the Association, Declarant, or any governmental agency; (iii) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; and (iv) on any Lot, one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale or rent.

F. Animals. Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a dwelling on a Lot, provided that: (i) 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 place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited.

G. Nuisances. No noxious or offensive trade or activity shall be permitted on any property in the Community or within any dwelling located on any Lot. No soil shall be removed for any commercial purpose.

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing: (i) an Occupant 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, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Common Elements may be used for construction and sales purposes and sales models by Declarant and by builders and developers as approved by Declarant, in its sole discretion, until dwellings have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

I. Storage. No storage buildings, barns or sheds of any kind are permitted on any Lot. This section shall not apply to any storage as may be necessary during the construction of homes on Lots.

J. Hotel/Transient Uses; Leases. No Lot and Improvements thereon may be used for hotel or transient uses, including without limitation, uses in which the Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to the provisions hereof and the other Governing Documents.

K. Vehicles. The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community, so long as those Rules are consistent with, and do not amend, any of the terms hereof. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on any street or on any Lot in the Community (except in the attached garage) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visable. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible location on or in front of a Lot or residence for a period of time longer than thirty (30) days. After this time the vehicle, trailer or part shall be deemed to be a nuisance, and shall be removed.

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

M. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained in the Community except for satellite receiving dishes 24" in diameter or smaller which cannot be seen from any street.

N. Utility Lines. All utility lines in the Community shall be underground, subject only to the requirements of governmental authorities having jurisdiction, utility companies, and the Board.

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 that propane gas grills are permitted.

P. Street Tree. Declarant may designate one or more trees as deemed necessary by Declarant along the street in front of each Lot as a "street tree". If Declarant determines to designate street tree(s) then the Owners agree to care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree having a caliper of not less than 2 ½".

Q. Mailbox. Declarant may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

R. Yard Lights and Lamp Posts. All yard lights and lamp posts, if any, shall conform to the standards set forth by the Architectural Review Committee.

S. Fencing. No fence, wall, or barrier of any kind may be erected on any Lot or Reserve, except as required by law or with the prior written approval of the Architectural Review Committee and the City of Hilliard.

T. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that these provisions shall not be intended to prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) people. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Paragraph S to the contrary, provided such fence shall be subject to prior written approval of the Architectural Review Committee as to design and location on the Lot.

U. Rear Yard Setback Variances/ Deck Limitation. As a condition to the City of Hilliard granting Declarant's request to reduce the rear yard setback from 35' to 27', Owner's of Lots on which a "Bainbridge" model style of home is to be constructed will not be permitted to apply for a rear yard setback variance in order to construct a deck or other above ground structure or improvement.

V. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the Community: (i) outdoor clotheslines and (ii) window air conditioning units on any window facing a street.

ARTICLE IX. 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, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth herein. The Association may enter any Lot to remove or correct any violation of any provision hereof, or the Rules, or to maintain, repair, and replace the Common Elements, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of an emergency.

C. Easement for Utilities and Other Purposes. The Board or Declarant may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such easements over all portions of the Community 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 any property in the Community, and further provided that the Board 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 withheld, delayed or conditioned).

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

E. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited 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.

ARTICLE X. UTILITY SERVICES

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Owner's Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Association.

ARTICLE XI. MISCELLANEOUS

A. Term. The provisions hereof shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the Recorder of Franklin County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than seventy-five percent (75%) of the voting power of all Members.

B. Enforcement. The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Architectural Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

C. Amendments. 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. Any such amendment 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: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such Additional Property is part of the Community. An amendment hereby made by Declarant shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships 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.

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights 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. 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 County Recorder of the County in which the Community is located.

D. Declarant's Rights to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Declarant; (c) construct, maintain and operate 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 (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Community. Further, Declarant shall have the right of ingress and egress through the streets, paths and walkways located in the Community for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained herein shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to 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 Lot; or (ii) require Declarant to seek or obtain the approval of the Association or the Architectural Review Committee 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.

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

1. Any proposed amendment of this Declaration;

2. Any proposed termination of the Association; and

3. Any default under the provisions hereof which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

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

G. 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 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.

H. Severability. If any article, section, paragraph, sentence, clause or word herein is held by a court of competent jurisdiction to be in conflict with any law, or 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. Enforcement; Waiver. Failure of Declarant, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

J. Notices. Notices, demands or other communications to an Owner shall be given in writing by personal delivery or at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

K. Attachments. The attachments hereto are a part of this Declaration as if set forth in full herein.

L. 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 this Declaration shall not be utilized in interpreting this Declaration or the Schedules hereto.

M. Captions. The caption of each article, section and paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

IN TESTIMONY WHEREOF, Declarant has caused the execution of this Declaration on the date first set forth above.

DOMINION HOMES, INC.,
an Ohio corporation

By _____
Robert A. Meyer, Jr., Senior Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 30th day of April, 2004, by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of that corporation.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

T.A. WARD II
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

This instrument prepared by:
T.A. Ward II, Esq.
Dominion Homes, Inc.
5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016
(614) 356-5000

DEC OF COVENANTS\ESTATES AT HOFFMAN FARMS \5/3/04

ATTACHMENT 1

SUBJECT PROPERTY

Situated in the State of Ohio, County of Franklin, City of Hilliard, and described as follows:

Being Lots 1 through 21, inclusive, Lot 43, Lots 113 through 115, inclusive, and Lots 181 through 183, inclusive, and Reserves A and B, respectively, of Estates at Hoffman Farms Section 1, Phase 1, as the same are numbered, labeled and delineated on the recorded plat thereof, of record in Plat Book 102, Pages 16-19, inclusive, of the records of the Recorder of Franklin County, Ohio;

and

Situated in the State of Ohio, County of Franklin, City of Hilliard, and described as follows:

Being Lots 22 through 42, inclusive, Lots 44 through 50, inclusive, Lot 67, Lot 68, Lot 85, Lot 86, and Lots 103 through 112, inclusive, of Estates at Hoffman Farms Section 1, Phase 2, as the same are numbered, labeled and delineated on the recorded plat thereof, of record in Plat Book 102, Pages 20-22, inclusive, of the records of the Recorder of Franklin County, Ohio.