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Franklin County Recorder

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DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

FOR

VILLAGE AT HAYDENS CROSSING NORTH

(Sub-area: Independence-Platted Lots)

TRANSFERRED
NOT NECESSARY
AUG 25 2005
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

(Including: Haydens Crossing Section 2, Part 1 (excluding Lots 55 through 62, both inclusive, and Reserves D and H) and Haydens Crossing Section 2, Part 2 (excluding Lots 129 through 134, both inclusive)

INDEX

Item — Page

1. DEFINITIONS. 3
2. GOALS. 6
3. THE SUB-AREA ASSOCIATION. 7
   - 3.1. Purposes. 7
   - 3.2. Mandatory Membership. 7
   - 3.3. Powers; Authority; Duties 7
   - 3.4. Other Agreements. 8
   - 3.5. Rules and Regulations. 8
   - 3.6. Implied Rights. 9
   - 3.7. Managing Agent. 9
   - 3.8. Insurance. 9
   - 3.9. Books; Records. 9
4. THE MASTER ASSOCIATION 10
   - 4.1. Purposes. 10
   - 4.2. Mandatory Membership. 10
5. THE MASTER COMMON ELEMENTS. 10
6. ASSESSMENTS 11
   - 6.1. Types of Assessments. 11
   - 6.2. Operating Assessments. 11
   - 6.3. Special Assessments. 12
   - 6.4. Individual Lot Assessments 13
   - 6.5. Remedies. 13
7. USE OF FUNDS 15
   - 7.1. Application of Assessments. 15
   - 7.2. Authority to Borrow Funds 15
   - 7.3. Authority to Maintain a Surplus. 15
   - 7.4. Authority to Enter into Contracts. 15
8. MAINTENANCE 16
   - 8.1. Master and Sub-area Maintenance. 16
   - 8.2. Maintenance by Owner. 16
   - 8.3. Right of Sub-area Association to Repair Lot. 17
   - 8.4. Damage to Master Common Elements By Owner or Occupant 17
9. ARCHITECTURAL STANDARDS. 17
   - 9.1. Design Review Committee for the Community 17
   - 9.2. Modifications. 18

9.3. Variances. 18
9.4. Improvements by Declarant. 18
9.5. Liability Relating to Approvals. 18
10. USE RESTRICTIONS. 19
10.1. Use of Lots. 19
10.2. Minimum Square Footages. 19
10.3. Use of Master Common Elements. 19
10.4. Hazardous Actions or Materials. 20
10.5. Signs. 20
10.6. Animals. 20
10.7. Nuisances. 20
10.8. Business. 21
10.9. Storage. 21
10.10. Hotel/Transient Uses; Leases. 21
10.11. Vehicles. 21
10.12. Trash. 22
10.13. Antennae. 23
10.14. Utility Lines. 23
10.15. Tanks. 23
10.16. Street Tree. 23
10.17. Mailbox. 23
10.18. Yard Lights and Lamp Posts. 23
10.19. Fencing. 24
10.20. Swimming Pools. 24
10.21. Compliance with Zoning. 24
10.22. Miscellaneous. 24
11. EASEMENTS AND LICENSES. 24
11.1. Easements for Access and Enjoyment Over Master Common Elements. 24
11.2. Right of Entry for Repair. 25
11.3. Easements for Utilities and Other Purposes. 25
11.4. Easements for Services. 25
11.5. Easements for Encroachments. 26
11.6. Easements for Lot Owner Repair. 26
11.7. Easements for Support. 26
11.8. Easements Reserved to Declarant. 26
11.9. General. 27
12. UTILITY SERVICES. 27
13. MISCELLANEOUS. 27
13.1. Term. 27
13.2. Enforcement. 27
13.3. Amendments. 28
13.4. Declarant's Rights to Complete Development. 29
13.5. Mortgagee Rights. 29

13.6. Indemnification. 30
13.7. Mutuality. 30
13.8. Severability. 30
13.9. Enforcement; Waiver. 30
13.10. Notices. 31
13.11. Construction. 31
13.12. Captions. 31
13.13. Additional Disclosures. 31

Exhibits

Exhibit A.....Subject Property

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH

This Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens (this "**Declaration**") is made on or as of this 24th day of August 2005, by DOMINION HOMES, INC., an Ohio corporation, whose address is 5000 Tuttle Crossing Boulevard, Dublin, Ohio 43016 ("**Declarant**").

BACKGROUND

1. Declarant is the owner in fee simple of the real estate identified and described on Exhibit A attached hereto and made a part hereof by this reference (the "**Property**").

2. The Property is being developed and built as a residential subdivision of lots for single-family homes known as Village at Haydens Crossing North (the "**Community**") and may include public or private streets, drives and alleys, associated improvements, amenities, landscaped areas, entranceway and community border features, reserves, open or green spaces, and storm water drainage facilities.

3. Declarant desires hereby to restrict the use and occupancy of the Property and provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners of the Lots and the Improvements constructed on them.

4. Declarant hereby declares that all of the Property shall be encumbered with the following covenants, easements, restrictions and conditions which 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, the Declarant, the Declarant's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

5. 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, which may in the future be subjected to the plan and restrictions created hereby. This property is referred to herein as the "**Additional Property**."

6. Declarant deems it desirable for the accomplishment of these objectives to create a sub-area association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own certain property, 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 "**Sub-area 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 in the Community.

7. The Community will be part of "**Haydens Crossing North**", a larger development of which the following will be parts:

(a) Single-family homes which will initially be located on the Property, but which may expand eventually to include Additional Property in Haydens Crossing North that is subdivided into single-family residential Lots and subjected to the provisions hereof;

(b) one or more developments of residential condominium units (each a "**Unit**," and collectively "**Units**") in Haydens Crossing North which will be subjected to restrictions requiring all of its Unit Owners to be members of a sub-area association similar to the Sub-area Association;

(c) one or more other residential communities in Haydens Crossing North that may be platted into lots and subjected to restrictions requiring the owners of the platted lots to be members of a sub-area association similar to the Sub-area Association;

(d) such other property whose owners, tenants and occupants are subjected to similar restrictions; and

(e) various recreation areas and facilities, private streets, drives and alleys, private utilities, green and landscaped areas, certain Reserves and other amenities designed to benefit all of Haydens Crossing North.

8. In order to manage and administer the larger development of Haydens Crossing North, Declarant shall create an master association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions thereof, to own certain property including certain Reserves and all of the Master Common Elements, 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 master association (the "**Master Association**"), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose members are and will be all of the Lot Owners and Unit Owners in Haydens Crossing North.

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, Declarant hereby declares that all of the Property shall be held, developed, improved, encumbered, 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:

1. DEFINITIONS.

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

(a) **"Additional Easement Areas"**-- those areas, whether or not shown on the plat of the Community, which Declarant has determined shall be subject to further easements for the benefit of the Community.

(b) **"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.

(c) **"Articles"** and **"Articles of Incorporation"** -- the articles, when filed with the Secretary of State of Ohio, incorporating ***"Village at Haydens Crossing North Homeowners' Association, Inc."*** (the **"Sub-area Association"**) as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (**"Chapter 1702"**).

(d) **"Assessments"** -- charges levied by the Sub-area Association on Lots and their Owners, consisting of Operating Assessments (including Master Association charges), Special Assessments, and Individual Lot Assessments.

(e) **"Association"** --see Sub-area Association.

(f) **"Board"** or **"Board of Directors"** -- those persons who, as a group, serve as the Board of Directors of the Sub-area Association.

(g) **"Code of Regulations"** and **"Code"** -- the Code of Regulations of the Sub-area Association (sometimes referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Sub-area Association.

(h) **"Common Expense"** -- costs and expenses incurred by the Sub-area Association in fulfilling its functions pursuant to the provisions of the Governing Documents.

(i) **"Community"** -- all property that at any time has been subjected to the provisions of this Declaration which initially includes all of the Property and may, in the future, include all or a portion of the Additional Property.

(j) **"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.

(k) **"Declaration"** -- this instrument, by which the Property is hereby submitted to the provisions hereof.

(l) **"Design 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.

(m) **"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 Sub-area Association or the Master Association; provided in either such case, the same is not utilized as a residence.

(n) **"Governing Documents"** -- the Sub-area Association's Articles of Incorporation, Code of Regulations, its Rules and all amendments thereto, this Declaration and all amendments thereto, applicable building and zoning laws and ordinances, and any recorded plats.

(o) **"Haydens Crossing North"** –Declarant's larger development consisting of multiple sub-area associations and being property that has been or will be subjected to the Master Declaration.

(p) **"Improvements"** -- all dwellings, buildings, outbuildings, sheds, garages, room-additions 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 recreational courts, fixtures and facilities, including basketball hoops, tennis courts 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 lighting; slope and drainage alterations; roads, driveways, 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.

(q) **"Individual Lot Assessment"** -- an assessment that the Board may levy upon a Lot and its Owners to reimburse the Sub-area 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 Sub-area Association, including attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

(r) **"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 Master Common Elements and any portion of the Property owned by the Master Association, made a part of a condominium community, or dedicated for public use.

(s) **"Managing Agent"** -- the person or entity retained by the Board to assist in the management of the Sub-area Association.

(t) **"Master Association"** -- an association of all of the Owners of property in Haydens Crossing North, at any time, except Owners of Exempt Property with respect to that property. It is being incorporated as an Ohio non-profit corporation named ***"Haydens Crossing North Master Association."***

(u) **"Master Common Elements"** -- all real and personal property now or hereafter acquired by the Master Association or benefited by easement to it pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners and Occupants in Haydens Crossing North or for the operation of the Master Association. The Master Common Elements shall consist of those items outlined in the Master Declaration and may consist of, among other things, private drives and streets, drives and alleys, certain private utilities, storm sewer and waterline lines and associated apparatus appurtenances serving more than one Lot or Unit and located outside of a building structure, certain Reserves, open spaces, landscaped entranceway and border features, detention areas, and may include other property designated by Declarant or the board of the Master Association to be Master Common Elements for the benefit of the Owners and Occupants of the Lots and Units in Haydens Crossing North.

(v) **"Master Declaration"** -- the instrument by which the property in Haydens Crossing North is subjected to the provisions thereof, of record as Instrument No. 200508250173000, of the Recorder's Office, Franklin County.

(w) **"Member"** -- any person or entity meeting the requirement for membership in the Sub-area Association.

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

(y) **"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 Sub-area Association for its operations and reasonable reserves.

(z) **"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 the Declarant and all others having an interest merely as security for performance of an obligation.

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

(bb) **"Reserves"** -- one or more of the Reserves or "open spaces" in Haydens Crossing North, as delineated and shown on a recorded plat and subjected to the provisions of the Master Association.

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

(dd) **"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 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 hereunder.

(ee) **"Sub-area 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. The Sub-area Association is being incorporated as an Ohio non-profit corporation named "***Village at Haydens Crossing North Homeowners' Association, Inc.***"

(ff) **"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 has been fully developed 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 Sub-area Association, or selected functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

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

(c) Compliance with all zoning and similar governmental regulations applicable to the Community; and

(d) Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Sub-area Association and the Master Association, and the assessment and collection of funds to fulfill its objectives.

3. THE SUB-AREA ASSOCIATION.

3.1. Purposes.

The Sub-area Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Sub-area Association as hereinbefore provided. The purposes of the Sub-area Association are to:

(a) administer and enforce the provisions of the Governing Documents; and

(b) assess, collect and disburse funds necessary to fulfill these purposes.

3.2. Mandatory Membership.

Every Lot Owner shall be a Member of the Sub-area Association. In the case of a Lot 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 Sub-area Association. There shall only be one membership per Lot. 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 Sub-area 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 membership provisions apply shall be those Lots that are subjected hereby to the provisions of this Declaration, but as additional portions of the Additional Property are subdivided and platted into Lots, and the Lots therein subjected by amendments hereto to the plan hereof, membership in the Sub-area 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 of any Owner, 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 a Common Element, for so long as it remains a Common Element. Voting and all other matters regarding the governance and operation of the Sub-area Association shall be as set forth in the Governing Documents.

3.3. Powers; Authority; Duties.

The Sub-area 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 Sub-area Association, through its Board, shall have the power to own and/or hold easements with respect to, and maintain, real property, 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, acquire and convey real estate, sue and be sued, 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 these covenants, 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 Sub-area 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, any balances remaining; nor shall the Sub-area Association 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 Sub-area Association and the effectuation of its purposes.

3.4. Other Agreements.

The Sub-area Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Sub-area Association hereunder, and to delegate such powers and authority to any agent or employee of the Sub-area Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Sub-area Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Sub-area Association. There shall be no requirement of any bond or surety for the Sub-area 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 Sub-area Association. The Sub-area Association may enter into agreements with other community, subdivision and condominium sub-area associations and/or master associations pursuant to which the Sub-area Association agrees (i) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing, private drives and streets and any other improvements or services that benefit the Property or the Members; and (ii) grant reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Sub-area Association may determine from time to time.

3.5. Rules and Regulations.

The Sub-area Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the Property other than property owned by the Master Association or by a governmental or quasi-governmental authority, which shall be consistent with the other provisions of the Governing Documents. The Sub-area Association shall have the power to impose sanctions on Members and Owners for any infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include 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 Sub-area Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Master Common Elements or any part thereof, 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, including but not limited to, injunctive 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 the enforcement of 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.

3.6. Implied Rights.

The Sub-area 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 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.

3.7. Managing Agent.

The Board may retain and employ on behalf of the Sub-area Association a Managing Agent, which may be Declarant, and may delegate to the Managing Agent such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Managing Agent shall be a Common Expense.

3.8. Insurance.

The Sub-area 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 Sub-area Association and all other persons handling or responsible for handling funds of the Sub-area Association, (b) Officers' and Directors' liability insurance, (c) additional insurance against such other hazards and casualties as is required by law, (d) workers compensation insurance, and (e) any other insurance the Board deems necessary.

3.9. Books; Records.

Upon reasonable request of any Member, the Sub-area Association shall make reasonably available for inspection by any Member all books, records and financial statements of the Sub-area Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (i) information that pertains to personnel matters; (ii) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (iv) information that relates to the enforcement of the Governing Documents against Owners; and (v) information the disclosure of which is prohibited by state or federal law. The Sub-area Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

4. THE MASTER ASSOCIATION.

4.1. Purposes.

The purposes of the Master Association are to own and have easements with respect to, and repair, maintain and regulate the use of, various facilities and amenities in Haydens Crossing North, now or in the future, that benefit all of Haydens Crossing North and its owners and occupants, and not just the Owners of Lots in the Community, including, without limitation, the private drives and streets, all or a portion of drainage or retention ponds and areas, walking and biking trails, a park or parks, landscaped areas, street lighting, a possible community clubhouse and swimming pool, and other potential amenities. Declarant makes no representation hereby that Haydens Crossing North will contain such recreation facilities, for the providing of some of which will depend on future sales.

4.2. Mandatory Membership.

The Master Association is an association of present and future owners of residential dwellings in Haydens Crossing North, whether homes on lots or condominium units, including the Owners of Lots in the Community. Each such property shall be held, sold, and conveyed subject to the requirement that the owner or owners thereof be members of the Master Association, and subject to the provisions of the Master Declaration and the governing documents of the Master Association.

5. THE MASTER COMMON ELEMENTS.

The Master Common Elements in Haydens Crossing North as it initially is constituted shall be conveyed to the Master Association. Declarant may, thereafter from time to time, at Declarant's option, convey to the Master Association, for the use and benefit of the Master Association any other real or personal property, or any interest therein, to be part of the Master Common Elements. In addition, the Declarant may also grant such easements to the Master Association and/or Sub-area Association as the Declarant, in its sole and unfettered discretion, determines to be of benefit to the Community, as it may be constituted from time to time. The Master Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to the property conveyed to it by Declarant. Notwithstanding any other provisions hereof, no Common Element shall be dedicated to public use.

Improvements that are to be Master Common Elements such as, but not limited to, private water lines and private storm sewer lines, and equipment, apparatus and other appurtenances thereto, shall become Master Common Elements upon installation, and any real property or interests therein that are to become Master Common Elements and appurtenances thereto shall become the same upon conveyance by Declarant to the Master Association.

6. ASSESSMENTS.

6.1. 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: (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 Master Common Elements or by abandoning that Owner's Lot.

6.2. Operating Assessments.

(a) For the purposes of providing funds to pay:

(i) the cost of the maintenance, repair, replacement, and other services to be provided by the Sub-area Association, including but not limited to mowing and fertilizing lawns in the Community, and as otherwise determined by the Declarant or the Board;

(ii) the costs for insurance and bond premiums to be provided and paid for by the Sub-area Association;

(iii) the estimated assessments, including any necessary or prudent reserves, of the Master Association allocable to the Lots in the Community;

(iv) the cost for utility services, if any, charged to or otherwise properly payable by the Sub-area Association;

(v) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Sub-area Association, in an amount deemed adequate by the Board;

(vi) an amount deemed adequate by the Board 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 Sub-area Association, including, but not limited to, fees for property management, Master Association assessments, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Sub-area Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Sub-area Association not otherwise herein specifically excluded.

(b) 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:

(i) Initial Period. Commencing the first full month after the a Lot with a dwelling constructed thereon has been conveyed by Declarant to a bona fide home purchaser, such Lot in the Community and its Owner or Owners shall be subject to and pay to the Sub-area Association an Operating Assessment for the remainder of the calendar year determined by the Board as aforesaid. This amount may have been prepaid by the Declarant and if so, a credit back to the Declarant will be collected at the closing on the Lot.

(ii) Initial Reserve. In order to assure the availability of funds for the normal operation of the Sub-area Association, at closing, an amount determined by the Board, but in no event less than two months' currently estimated Operating Assessment will be collected. This amount is in addition to, and not an advance payment of, the monthly Operating Assessment, and further, this amount is not refundable to an Owner upon the resale of such home.

(iii) Subsequent Calendar Year. Prior to January 1 (or a reasonable time thereafter) of each calendar year thereafter, the Board 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 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.

(iv) Due Dates. The Operating Assessments shall be payable in advance and initially be due monthly, however, such Operating Assessments may be due in quarterly, semi-annual, or annual installments, if the Board may from time to time determine.

Notwithstanding the foregoing, or any other provision hereof, in the interests of administration efficiency, instead of the Master Association billing the individual Lot Owners for the Lot Owners respective shares, the Master Association shall render statements for those shares to the Sub-area Association and the Sub-area Association shall pay those shares and charge their individual Lot Owners and their Lots their respective shares of those Master Association charges. The lien rights and other remedies available to the Sub-area Association, as set forth herein shall be applicable to each Lot and its Owners, and shall be assessed, collected and enforced by the Sub-area Association.

6.3. 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.

6.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot and the Owners thereof to reimburse the Sub-area 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, including but not limited to attorneys' fees, by the Sub-area Association reasonably determined to be an Individual Lot Assessment by the Board. Upon its determination to levy an Individual Lot Assessment, other than assessments levied against the Owner of Lot for the payment of water and sewer charges and/or electric charges applicable to that Owner's Lot, 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 ten (10) days prior to the effective date of the levy of any such Lot Assessment. 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.

6.5. Remedies.

(a) Acceleration. If any installment or portion of any installment of any Assessment 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.

(b) Late Charge. If any Assessment, any portion of any Assessment, or any portion of any installment 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.

(c) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any and all 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 Sub-area Association to institute and prosecute to completion an action at law on behalf of the Sub-area Association against the Owner or Owners personally obligated to pay any delinquent Assessment

and/or an action to foreclose the Sub-area 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.

(d) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to reasonable attorneys' fees, shall constitute a continuing charge in favor of the Sub-area Association and a lien on the Lot against which the Assessment was levied. If any Assessment or portion of any Assessment remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Sub-area 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 Managing Agent of the Sub-area 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 Sub-area 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.

(e) 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 Sub-area 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 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.

(f) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Sub-area Association, has been improperly charged against that Lot, may bring an action in the county in which the Property 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, 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.

(g) Notice of Discharge. The Board shall, within a reasonable time following receipt of a written demand, for a reasonable charge, furnish a certificate signed by the President or other officer or other designated representative of the Sub-area 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.

(h) Suspension of Vote. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Sub-area Association matters shall be suspended until such Assessment is paid.

7. USE OF FUNDS.

7.1. Application of Assessments.

The Sub-area Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Sub-area Association as hereinbefore provided.

7.2. Authority to Borrow Funds.

In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Sub-area Association is hereby granted the right and power to 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 these covenants, including, but not limited to, the proceeds of the Assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or Owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

7.3. Authority to Maintain a Surplus.

The Sub-area 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, any balances remaining; nor shall the Sub-area Association 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 Sub-area Association and the effectuation of its purposes.

7.4. Authority to Enter into Contracts.

The Sub-area Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Sub-area Association hereunder, and to delegate such powers and authority to any agent or employee of the Sub-area Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Sub-area Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Sub-area Association. There shall be no requirement of any bond or surety

for the Sub-area 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 Sub-area Association.

8. MAINTENANCE.

8.1. Master and Sub-area Maintenance.

(a) Common Element Maintenance. Subject only to budgetary limitations and the right of the Master Association's board to exercise reasonable business judgment and the provisions of the Master Declaration, the Master Association shall maintain, repair and replace all improvements constituting a part of the Master Common Elements, including but not limited to the private drives, streets and alleys, certain Reserves, the Additional Easement Areas, if any, the private portions of the storm sewers and equipment and appurtenances thereto, and the private water lines serving more than one Lot and any appurtenances thereto, in good, clean, attractive, and sanitary condition, order and repair. The Master Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements as determined in the sole judgment of the Master Association's board.

(b) Lot Maintenance. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Sub-area Association shall be responsible for mowing, fertilizing, and maintaining the turf grass on each Lot that is not enclosed or partially enclosed by walls, shrubs, and like barriers or that are determined by the Board, in its sole discretion, not to be a Sub-area Association expense; provided that the Sub-area Association shall not be responsible for watering or otherwise irrigating the turf grass which work and cost shall be at the expense of the Owner or Owners of the Lot on which the turf grass is located.

8.2. Maintenance by Owner.

Except as set forth in paragraph 8.1(b) of this Article, each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of the Improvements on and equipment and components located upon that Owner's Lot; provided that the Sub-area Association shall mow and fertilize grassy areas located on the individual Lots that are not enclosed or partially enclosed by walls, shrubs, and like barriers or that are determined by the Board, in its sole discretion, not to be performed at the Sub-area Association expense. The Owner's 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 Owner's Lot, watering and irrigation of the turf grass, removing snow and ice from the driveways, sidewalks and porches located on the Lot, and maintaining and repairing any mailbox associated with such Lot whether or not such mailbox is located on the Master Common Elements. Each Owner shall maintain that Owner's Lot in accordance with the requirements set forth herein or the Rules.

8.3. Right of Sub-area Association to Repair Lot.

If 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 Sub-area 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 Master Common Elements by Owners, to prevent damage to or destruction of any other part of the Master Common Elements, 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.

8.4. Damage to Master Common Elements By Owner or Occupant.

If a Master Common Element is damaged by any Owner or Occupant, that Person's licensees, or invitees, then the Board may levy an Individual Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Sub-area Association and/or the Master Association shall be entitled to enter a Lot to repair or maintain any Master Common Elements adjacent to such Lot.

9. ARCHITECTURAL STANDARDS.

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

9.1. Design Review Committee for the Community.

The Design Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Declarant shall have the sole and exclusive right to (i) act as the Design Review Committee, (ii) or to appoint and remove all three (3) members of the Design Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Design Review Committee. The Design Review Committee shall have the exclusive authority, either by action of two (2) or more of the members thereof, or by Declarant if prior to Turnover Date, 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 Design 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 prior written approval thereof by the Design Review Committee and otherwise complies with any and all applicable laws, zoning regulations, and building codes and all provisions hereof.

9.2. Modifications.

Except as otherwise provided herein, the Design 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, install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct any porch, deck, patio, gazebo, or pool, modify any landscaping, install any signs not otherwise permitted herein or by federal law, without the prior written consent of the Design Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design 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.

9.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Design 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, zoning regulation or building code; and provided further that, in the judgment of the Design Review Committee, the variance is in the best interests of the Community and is within the spirit of the standards of the Design 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.

9.4. Improvements by Declarant.

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

9.5. Liability Relating to Approvals.

Neither Declarant, the Sub-area Association, the Board, the Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors and 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 Committee 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 Improvements constructed on their Lot comply with any applicable laws, zoning ordinances, building codes, and any easements, covenants and conditions of record.

10. 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:

10.1. 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. Specifically, 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. Each of the Lots in the Community is designed and planned to have constructed on it one single-family residence. 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, or in lieu thereof, a detached 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 local governmental authority for this Community and by the Design Review Committee. Declarant, its successors and assigns, shall have the exclusive right to approve the initial construction of a residence upon any Lot even following the Turnover Date.

10.2. 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.

10.3. Use of Master Common Elements.

The Master Common Elements may be used only in accordance with the purposes for which intended and shall be subject to the provisions of the Master Declaration, any rules of the Master Association, and all applicable laws.

10.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot that is unlawful or hazardous, 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.

10.5. Signs.

No signs of any character shall be erected, posted or displayed upon any Lot in the Community, except: (i) marketing signs installed by Declarant while marketing Lots and residences for sale; (ii) street and identification signs installed by the Sub-area Association, Master Association, Declarant, or any governmental agency; (iii) on any Lot, one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (v) except to the extent preempted by federal law, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board.

10.6. Animals.

Except as hereinafter provided, no animals, reptile, livestock or poultry of any kind shall be raised, bred or kept on any Lot. 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 the Rules 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 Owner or 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 or creates a detrimental effect on the Community or to other Lots, Owners or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. In addition, any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955 or the Columbus City Code, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited on any Lot.

10.7. Nuisances.

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

10.8. 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) a "home office" use is permitted, provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board; (ii) an Owner or 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 (iii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Master Common Elements may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers operated 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.

10.9. Storage.

No storage buildings, barns or sheds of any kind are permitted on any Lot, provided that garage buildings, whether attached or detached, constructed or installed by Declarant or approved by the Design Review Committee, or their respective successors and assigns, or garage buildings, attached or detached, constructed to replace a garage building constructed or installed by Declarant or approved by the Design Review Committee, shall not be considered to be a storage building and shall be permitted. This section shall not apply to any storage as may be necessary during the construction of homes on the Lots.

10.10. Hotel/Transient Uses; Leases.

No dwelling or Improvement on a Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period less than thirty (30) days, or (ii) rental under which Occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of only a portion of a residence on a Lot. All leases shall be in writing and shall be subject to the provisions hereof and the other Governing Documents.

10.11. 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 a Lot in the Community. 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 these restrictions or 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 garage and shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

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 visible. 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.

Pursuant to the requirements of the City of Columbus all private drives, strects and alleys within Haydens Crossing North with a 22 foot pavement width or less shall have parking prohibited on one side of the street. Parking is prohibited on both sides of the private streets within 25 feet of any street or alley intersection and is prohibited in any alley. The Master Association shall maintain adequate and proper signage to designate all no parking zones.

The Master Association shall enter into an agreement(s) with one or more private towing companies selected by the Master Association's board that authorizes the removal/towing of any vehicles parked in violation of the provisions of the Master Declaration, any plat of property in Haydens Crossing North, the rules of the Master Association, any other governing document of the Master Association, or the requirements of the City of Columbus. Copies of the agreement shall be filed with the Division of Fire, Fire Prevention Bureau. In addition, the City of Columbus will also be designated and appointed as an authorized agent for the issuance of citations and/or the removal of vehicles parked in violation of posted regulations on the Master Common Elements, including but not limited to the private streets, drives and alleys.

10.12. 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 on any Lot. All trash shall be deposited in covered, sanitary containers, and these containers shall at

all times be screened from view from any other Lot or street, except when temporarily placed outside for collection. No emptied trash containers shall be allowed to remain at any visible location for more than eight (8) hours following any trash pick up.

10.13. 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 on any Lot except for satellite receiving dishes 24" in diameter or smaller which cannot be seen from any street.

10.14. Utility Lines.

All utility lines in the Community shall be underground, subject only to exceptions for governmental authorities having jurisdiction, utility companies, Declarant, the Master Association's board, and the Board.

10.15. 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. This section shall not apply during the construction of any homes on the Lots or to any Lot containing Declarant's sales trailer.

10.16. 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 install and maintain such uniform street trees. Each Owner shall care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type and caliper of tree.

10.17. Mailbox.

Declarant may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the Community. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. Even though the mailbox may be located on the Master Common Elements, if the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as the initial mailbox.

10.18. Yard Lights and Lamp Posts.

All yard lights and lamp posts shall conform to the standards set forth by the Design Review Committee. If the yard light or lamp post is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such yard light and/or lamp post

with an identical yard light or lamp post, or if unavailable, with another of a like kind, design, pattern and color as the initial yard light and/or initial lamp post.

10.19. Fencing.

No fence may be constructed on any Lot. Fences installed by Declarant or the Master Association within any Common Element, common area or landscape or entry easement area shall be permitted, and the Master Association shall be responsible to repair, maintain and/or replace such fences

10.20. Swimming Pools.

No above-ground or in-ground swimming pool shall be permitted upon any Lot.

10.21. Compliance with Zoning.

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, and as such requirements may be amended or modified, is required by this Declaration.

10.22. 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.

11. EASEMENTS AND LICENSES.

11.1. Easements for Access and Enjoyment Over Master Common Elements.

Every Owner shall have an unrestricted right of access to and from that Owner's Lot, subject to the right of the Master Association's board to make reasonable rules and regulations concerning the use and management of the Master Common Elements and the right of the Board to make reasonable rules concerning the use and management of the Lots, provided that no such rule or regulation shall unreasonably limit or prohibit the right of ingress and egress of an Occupant or Owner to that Owner's or that Occupant's Lot, or any part thereof (except during periods of construction or repair). Each Owner shall be deemed to have delegated that Owner's right of enjoyment of ingress and egress to the Occupants of that Owner's Lot. In addition, all Owners and Occupants of dwellings on Lots, and their guests, shall have the right to enter and utilize the Master Common Elements, for the purposes for which they are designed and intended, provided that such uses shall be subject to the restrictions and covenants contained herein, restrictions set forth on any plat of Haydens Crossing North, the Master Declaration, and all Rules and regulations established by the Board and/or the Master Association board, from time to time.

11.2. Right of Entry for Repair.

The Sub-area Association and/or Master Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon and through all property subject hereto, including without limitation the Lots and the Improvements thereon, for the purpose of exercising the Sub-area Association's and/or the Master Association's obligations, rights and performing the Sub-area Association's and/or the Master Association's duties pursuant hereto with regard to enforcement of the covenants, restrictions and other provisions of this Declaration, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which it has responsibility or the right to perform, including but not limited to mowing, fertilizing, and maintaining the turf grass on each Lot. Except as otherwise provided for herein, the Sub-area Association and/or the Master Association may enter any Lot at anytime to perform its obligations hereunder. The Sub-area Association and/or the Master Association may enter a Lot to remove or correct any violation of any provision hereof, or any Rules, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of emergency.

11.3. Easements for Utilities and Other Purposes.

The Master Association board or Declarant may convey easements over the Master 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 any part of Haydens Crosssing North, and to any entity for such other purposes as the Master Association's board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Master Association's board or Declarant may grant such easements over all portions of Haydens Crossing North for the benefit of adjacent properties as the Master Association's 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 Master Association's 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 delayed, withheld or conditioned).

11.4. Easements for Services.

In accordance with the Master Declaration, 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 Sub-area Association (but not to the public in general) to enter upon the Master Common Elements and the Lots to perform their duties. In the event that garbage removal services are not or can not be provided to certain Lots located on dead-end allies, then the Owners of such Lots shall have an easement across the Master Common Elements and such other Lots as is necessary in order for such Lot Owner to haul and temporarily place

such garbage for pick up of such Lot Owner's garbage to a location as determined by the Board reasonably suitable for the garbage removal services to be performed.

11.5. Easements for Encroachments.

Each Lot and the Master Common Elements shall be subject to and benefited by easements for encroachments on or by any other Lot and upon the Master Common Elements created or arising by reason of overhangs, or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the Improvements. Valid easements for these encroachments and for the maintenance of the same shall and do exist so long as the encroachments remain.

11.6. Easements for Lot Owner Repair.

Each Lot shall be subject to an easement for another Lot Owner or agent or designee to enter on such Lot, if necessary, for the purposes of repairing, maintaining or replacing any utility line, equipment or apparatus serving another Lot; provided that such Lot Owner, agent or designee shall attempt to provide notice to the Lot Owner whose Lot is to be disturbed prior to such work being performed and further that the Lot being disturbed shall be promptly repaired to its former condition.

11.7. Easements for Support.

Every portion of a building or utility line or any Improvement on any portion of the Community contributing to the support of another building, utility line or improvement on another portion of the Community shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, Improvements and other portions of the Community.

11.8. Easements Reserved to Declarant.

Pursuant to the terms of the Master Declaration, non-exclusive easements are hereby reserved to Declarant, its officers, employees, contractors, sub-contractors, and designees, over and upon the Master Common Elements and Lots for (a) such time as is necessary to construct and sell homes on all Lots, for access to and for the purpose of constructing and selling dwellings on all Lots and completing Common Element improvements, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with home purchasers, (c) for the period necessary to construct homes on all the Lots, and sell the same, to maintain and utilize one or more Lots, and Improvements thereon, and/or a portion or portions of the Master Common Elements, for sales and management offices, for storage and maintenance, for model homes, for parking areas for sales and rental purposes, and for advertising signs, and (d) in perpetuity, for pedestrian and vehicular access over the private streets, drives and alleys and walkways that may from time to time be part of the Community. The rights and easements reserved pursuant to this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Sub-area Association and the rights of Lot Owners and Occupants of dwellings on Lots.

11.9. General.

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

12. 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 Sub-area Association (or Master Association if applicable) for that Owner's Lot's share of any utility cost that the Board, the Master Association's board, or their designees, reasonably determines is attributable to use by Occupants or Owners of the Lot. The Master Association shall arrange for the provision of utility services, if any, to the Master Common Elements and shall, subject to reimbursement from the Owners or if applicable, the various sub-area associations, pay the costs of such services separately metered or allocated to the Master Association.

13. MISCELLANEOUS.

13.1. Term.

The provisions hereof shall bind and run with the land for a term of forty (40) 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 one hundred percent (100%) of the voting power of all Members and the approval of the holders of first mortgage liens on all Lots.

13.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, the Master Association, any Owner, the Sub-area Association, the Design Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any provision of this Declaration or any other Governing Document 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. The failure or forbearance to enforce any provision of the Governing Documents shall in no event be deemed a waiver of these rights.

13.3. 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 or any other property in Haydens Crossing North; (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Lot, including, but not limited 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 thereof have 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 Master Association, Sub-area 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.

After the Turnover Date, this Declaration may be amended or modified with the approval of Members holding not less than seventy-five percent (75%) of the voting power of Members; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's right hereunder, and further provided that the consent of Members exercising not less than one hundred percent (100%) of the voting power of Members shall be required for any amendment which effects a change in the voting power of any Member, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Sub-area Association is organized. The Declaration may not be amended so as to change or eliminate the requirement and obligation of the Lot Owners to be members of the Sub-area Association and Master Association. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of either of such right or privilege. 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 Sub-area Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements hereof. 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.

13.4. Declarant's Rights to Complete Development.

Declarant shall have the unrestricted 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, the Sub-area Association or Master 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 or Lot owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Element or any property or Lot 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 Sub-area Association or the Design Review Committee for any such activity or Improvement on any Common Element or any property or Lot owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

13.5. Mortgagee Rights.

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

(a) Any proposed termination of the Sub-area Association; and

(b) Any default under the provisions hereof which gives rise to a cause of action by the Sub-area 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 following the date a notice describing a default is sent to an Owner.

Subject to the same limitations contained herein with respect to the rights of a Member to inspect the books and records 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 Sub-area Association during normal business hours. The holder and insurer of a first mortgage on a Lot is not required by the Declaration to collect Assessments. Furthermore, unless an insured mortgage provides otherwise, the failure to pay assessments does not constitute a default under an insured mortgage.

13.6. Indemnification.

The Sub-area Association shall indemnify, defend and hold every officer, director, and agent of the Sub-area Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer, director, or agent 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, director, or agent. The officers, directors, and agents 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, directors, and agents of the Sub-area Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Sub-area Association, and the Sub-area Association shall indemnify and forever hold each such officer, director, and agent 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, director, agent, or former officer, director, or agent may be entitled by law or the provisions of any other Governing Document.

13.7. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, the Sub-area 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.

13.8. 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.

13.9. Enforcement; Waiver.

Failure of Declarant, the Master Association, the Sub-area 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 Master Association, Sub-area Association of the provisions hereof or the Rules.

13.10. Notices.

Notices, demands or other communications to an Owner shall be given in writing by personal delivery or delivering or posting 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 Sub-area 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.

13.11. 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 resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the exhibits hereto.

13.12. 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.

13.13. Additional Disclosures.

(a) The approximate 13 acre parcel of real property located at the northeast corner of Hayden Run Road and Cosgray Road is currently zoned CPD (Commercial Planned Development) and additional property surrounding and contiguous to this property is currently zoned NC (Neighborhood Center). As such, all or a portion of these properties are currently anticipated to be developed as commercial property with one or more commercial uses.

(b) The Property, and in the future Haydens Crossing North along with various surrounding properties, is or will be subject to a Declaration of Covenants, Restrictions and Agreements for a New Community Authority (the "**CDA Declaration**") recorded in as Instrument No. 200504150070837, as the same may be amended from time to time, of the Recorder's Office, Franklin County, Ohio. Owners and their successors and assigns shall be responsible for the Community Development Charge which, subject to waiver, reduction, increase or termination as provided in the CDA Declaration, shall be 4.0 mills. The Community Development Charge shall commence no earlier than the date a Certificate of Occupancy is issued on a Lot.

(c) The areas designated as Lots 55 through 62, both inclusive, of Haydens Crossing Section 2, Part 1, as the same are shown, numbered, designated and delineated on the recorded

plat thereof, recorded in Plat Book 106, Page 69-70, and the areas designated as Lots 129 through 134, both inclusive, of Haydens Crossing Section 2, Part 2, as the same are shown, numbered, designated and delineated on the recorded plat thereof, recorded in Plat Book 106, Page 71 through 73, both of the records of the Recorder's Office, Franklin County, Ohio, are in the process of being re-platted to create additional Lots more consistent in size with the balance of the Community.

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

DOMINION HOMES, INC.,
an Ohio corporation

By: _____
Michael H. Wilson, General Manager and
Senior Vice President- Communities Division

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 24th day of August, 2005, by Michael H. Wilson, General Manager and Senior Vice President-Communities Division 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:

Dominion Homes, Inc.
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016
(614) 356-5000

EXHIBIT A

THE PROPERTY

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots 63 through 112, both inclusive, and Reserves E, F, G, and H, respectively, of Haydens Crossing, Section 2, Part 1, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 106, Pages 69 through 70, both inclusive, of the records of the Recorder of Franklin County, Ohio.

and

Being Lots 113 through 128, both inclusive, Lots 135 through 187, both inclusive, and Reserves I, J, K, L and M, respectively, of Haydens Crossing, Section 2, Part 2, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 106, Pages 71 through 73, inclusive, of the records of the Recorder of Franklin County, Ohio.

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY

MAY 14 2015

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

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05/14/2015 1:07PM BXPULTE HOMES
Terry J Brown
Franklin County Recorder

AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH

This amendment to the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North is made on or as of the 11 day of MAY, 2015.

Recitals

A. The Village at Haydens Crossing North is a residential subdivision located in the City of Columbus, Franklin County, Ohio and is part of a larger residential development known as Haydens Crossing North.

B. A plan of covenants, easements, restrictions, assessments and assessment liens for Village at Haydens Crossing North was created by the filing and recording of the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North (the "Declaration") as recorded as Instrument No. 200508250173002, records of the Recorder's office of Franklin County, Ohio, and all amendments thereto.

C. Pursuant to the provisions of Section 13.3 of the Declaration, until the Turnover Date, which has yet to occur, the Declarant, Dominion Homes, Inc., has the right, in its sole and absolute discretion, to unilaterally amend the provisions of the Declaration at any time and from time to time, without the consent of any other owners and without the joinder or consent of the Village at Haydens Crossing North Homeowners' Association, Inc. (the "Association"), other owners, mortgagees or any other person. Moreover, pursuant to the provisions of the Declaration and other Governing Documents the Village at Haydens Crossing North, the Declarant has the right and is entitled to exercise one hundred percent (100%) of the voting power of Members of the Association prior to the turnover date.

D. Pulte Homes of Ohio LLC, a Michigan limited liability company, the "Successor Declarant", is the successor to Dominion Homes, Inc. pursuant to the provisions of a written assignment of rights from Dominion Homes, Inc. to Successor Declarant.

E. Pursuant to the provisions of Section 13.3 of the Declaration, the Successor Declarant desires by this amendment to amend the provisions of Section 10.5 of the Declaration to modify the signage restrictions contained therein.

Amendment

NOW THEREFORE, Pulte Homes of Ohio LLC, a Michigan limited liability company, as the Successor Declarant and as the holder of one hundred percent (100%) of the voting power of Members of the Association, hereby declares the Declaration to be amended, as hereinafter described, as follows:

1. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Section 10.5 of the Declaration is hereby superseded in its entirety and replaced with the following:

"10.5 Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (a) marketing signs installed by Declarant while marketing Lots and residences for sale or rent; (b) street and identification signs installed by the Association, Declarant, or any governmental agency; (c) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (d) one temporary real estate sign not to exceed four (4) square feet in area advertising that such Lot is for sale or rent, provided such sign is located on the interior side of a window of the residence located on the Lot; and (e) except to the extent preempted by federal law, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. Except as provided specifically herein, no signs shall be placed in the Common Elements."

3. Except as otherwise specifically provided herein, all other provisions of the Declaration, and any amendments thereto, remain unaffected hereby and shall continue in full force and effect.

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this 11 day of May, 2015.

Pulte Homes of Ohio LLC, a Michigan limited liability company

By _____
Matthew J. Callahan, Division Vice President Land Acquisition

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged and executed before me by Matthew J. Callahan, the Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of said limited liability company, this 11 day of May, 2015.

_____
Notary Public

This instrument prepared by Calvin "Tom" Johnson, Jr., attorney at law, Brosius, Johnson & Griggs, LLC, 50 West Broad Street, Columbus, Ohio 43215-5917

NOTARIAL SEAL STATE OF OHIO

STEPHEN PECK
Notary Public, State of Ohio
My Commission Expires 01/18/2017

200605240100942
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05/24/2006 3:14PM BXALLIANCE TI
Robert G. Montgomery
Franklin County Recorder

FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH

(Sub-area: Independence – Platted Lots)

THIS FIRST SUPPLEMENT to DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH (the "**First Supplement**") is made as of the 19th day of May, 2006 by DOMINION HOMES, INC., an Ohio corporation ("**Declarant**").

Alliance Title Box

BACKGROUND

WHEREAS, on August 25, 2005 Declarant filed that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North (the "**Declaration**") recorded at Instrument Number 200508250173002 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

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

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

NOW THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that:

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

TRANSFERRED
NOT NECESSARY
MAY 24 2006
JOSEPH W TESTA
AUDITOR
FRANKLIN COUNTY OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

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

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

IN WITNESS WHEREOF, the Declarant has caused the execution this First Supplement as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

By: _____
Joseph A. Sugar III, Vice President-Land Acquisition

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 19th day of May, 2006, by Joseph A. Sugar III, Vice President-Land Acquisition of Dominion Homes, Inc., an Ohio corporation on behalf of the corporation.

{Seal}

_____
Notary Public

My Commission Expires

JANIS A. ECKSTEIN
Notary Public, State of Ohio
My Commission Expires
07-27-07

This instrument prepared by:

Dominion Homes, Inc.
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots 188 through 206, both inclusive, of HAYDENS CROSSING SECTION 4, as the same are numbered, labeled and delineated on the recorded plat thereof, of record in Plat Book 107, Pages 82 and 83, inclusive (Instrument No. 200510030207052), of the records of the Recorder of Franklin County, Ohio.

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Robert G Montgomery
Franklin County Recorder

THIRD SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
VILLAGE AT HAYDENS CROSSING NORTH

(SUBAREA: INDEPENDENCE-PLATTED LOTS)

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH (the "**Third Supplement**") is made as of the 20th day of ~~December, 2009~~ May, 2010 by DOMINION HOMES, INC., an Ohio corporation ("**Declarant**").

BACKGROUND

WHEREAS, on August 25, 2005 Declarant filed that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North recorded at Instrument Number 200508250173002 in the office of the Recorder, Franklin County, Ohio, as supplemented by First and Second Supplements thereto (collectively the "**Declaration**");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

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

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

NOW THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that:

1. Additional Property. All the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration as the same may be supplemented and amended from time to time, which shall run

TRANSFER NOT NECESSARY
MAY 21 2010
CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT
CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

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

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

IN WITNESS WHEREOF, the Declarant has caused the execution of this Third Supplement as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

By: _____
William G. Cornely,
Chief Executive Officer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

2010 The foregoing instrument was acknowledged before me this 20th day of ~~December~~ May, ~~2009~~, by William G. Cornely, Chief Executive Officer of Dominion Homes, Inc., an Ohio corporation on behalf of the corporation.

{Seal}

_____
Notary Public

AIMEE ETTERLING
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 4, 2013

This instrument prepared by:

Steven G. Gentry, Esq.
220 West Bridge Street
Dublin, Ohio 43017
(614) 799-1040

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots Numbered Three Hundred Fifty-One (351) through Three Hundred Eighty-Six (386), inclusive, of Haydens Crossing, Section 6 Part 2, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 111, Pages 30 and 31, (Instrument No. 200710050171503S) of the records of the Recorder of Franklin County, Ohio.

201102230026425
Pgs 3 $40.00 T20110212683
02/23/2011 11:28AM ALLIANCE
Daphne Hawk
Franklin County Recorder

TRANSFER
NOT NECESSARY

FEB 2 3 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

FOURTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
VILLAGE AT HAYDENS CROSSING NORTH

(SUBAREA: INDEPENDENCE-PLATTED LOTS)

Alliance Title Box

THIS FOURTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH (the "**Fourth Supplement**") is made as of the 15th day of October, 2010 by DOMINION HOMES, INC., an Ohio corporation ("**Declarant**").

BACKGROUND

WHEREAS, on August 25, 2005 Declarant filed that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North recorded at Instrument Number 200508250173002 in the office of the Recorder, Franklin County, Ohio, as supplemented by First, Second and Third Supplements thereto (collectively the "**Declaration**");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

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

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

NOW THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that:

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

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

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

IN WITNESS WHEREOF, the Declarant has caused the execution of this Fourth Supplement as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

By: _____
William G. Cornely,
Chief Executive Officer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 15th day of October, 2010, by William G. Cornely, Chief Executive Officer of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

{Seal}

_____
Notary Public

AIMEE ETTERLING
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Nov 4, 2013

This instrument prepared by:
Steven G. Gentry, Esq.
220 West Bridge Street
Dublin, Ohio 43017
(614) 799-1040

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots Numbered Three Hundred Eighty-Seven (387) through Four Hundred Six (406), inclusive, of Haydens Crossing, Section 6 Part 3, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 113, Pages 56 and 57 (Instrument No. 201008060100624) of the records of the Recorder of Franklin County, Ohio.

TRANSFER
NOT NECESSARY

APR 2 4 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

201304260069216
Pgs: 3 $40.00 T20130036954
04/26/2013 1:13PM BXALLIANCE TI
Terry J. Brown
Franklin County Recorder

FIFTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
VILLAGE AT HAYDENS CROSSING NORTH

(SUBAREA: INDEPENDENCE-PLATTED LOTS)

THIS FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH (the "**Fifth Supplement**") is made as of the 11th day of April, 2013 by DOMINION HOMES, INC., an Ohio corporation ("**Declarant**").

BACKGROUND

WHEREAS, on August 25, 2005 Declarant filed that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North (SubArea: Independence-Platted Lots) recorded at Instrument Number 200508250173002 in the office of the Recorder, Franklin County, Ohio, as supplemented by First, Second, Third and Fourth Supplements thereto (collectively the "**Declaration**");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

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

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

NOW THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that:

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

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

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

IN WITNESS WHEREOF, the Declarant has caused the execution of this Fifth Supplement as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

By: _____
Keith W. Tomlinson,
Chief Executive Officer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 11TH day of April, 2013, by Keith W. Tomlinson, Chief Executive Officer of Dominion Homes, Inc., an Ohio corporation on behalf of the corporation.

{Seal}



_____
Notary Public

STEPHEN PECK
Notary Public, State of Ohio
My Commission Expires 01/18/2017

This instrument prepared by:
Steven G. Gentry, Esq.
220 West Bridge Street
Dublin, Ohio 43017
(614) 799-1040

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots Numbered Four Hundred Forty-Nine (449) through Four Hundred Eighty-Four (484), inclusive, of Haydens Crossing, Section 9, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 115, Pages 56 and 57 (Instrument No. 201212190195476) of the records of the Recorder of Franklin County, Ohio.

TRANSFER
NOT NECESSARY

AUG 2 1 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201408210109665
Pgs: 3 $40.00 T20140056935
08/21/2014 11:03AM MEPKEGLER BRO
Terry J. Brown
Franklin County Recorder

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

SIXTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
VILLAGE AT HAYDENS CROSSING NORTH

(SUBAREA: INDEPENDENCE-PLATTED LOTS)

THIS SIXTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH (MASTER) (the "Sixth Supplement") is made as of the 20TH day of August, 2014 by DOMINION HOMES, INC., an Ohio corporation ("Declarant").

BACKGROUND

WHEREAS, on August 25, 2005, Declarant filed that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North (SubArea: Independence-Platted Lots) recorded at Instrument Number 200508250173002 in the office of the Recorder, Franklin County, Ohio, as supplemented by the First, Second, Third, Fourth and Fifth Supplements thereto (collectively the "Declaration");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

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

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

NOW THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that:

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

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

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

IN WITNESS WHEREOF, the Declarant has caused the execution of this Sixth Supplement as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

By: Matthew J. Callahan
Its: Vice President of Land Development

STATE OF OHIO

SS:

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 20TH day of August, 2014 by Matthew J. Callahan, Vice President of Land Development of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

STEPHEN PECK
Notary Public, State of Ohio
My Commission Expires 01/18/2017

This Instrument Prepared By:
Catherine A. Cunningham, Esq.
KEGLER, BROWN, HILL & RITTER
65 E. State Street, Suite 1800
Columbus, OH 43215
(614) 462-5400

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots Numbered 485 through 515, inclusive, and Reserves AE and AF of Haydens Crossing, Section 10, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 116, Page 81 (Instrument No. 201401080003029) of the records of the Recorder of Franklin County, Ohio.

TRANSFER
NOT NECESSARY

JUN 05 2015

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

20150612007871 3
Pgs: 4 $48.00 T20150040951
06/12/2015 11:17AM BXPULTE BOX
Terry J. Brown
Franklin County Recorder

SEVENTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
VILLAGE AT HAYDENS CROSSING NORTH

(SUBAREA: INDEPENDENCE-PLATTED LOTS)

THIS SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH (the "**Seventh Supplement**") is made as of the 2ND day of June, 2015 by PULTE HOMES OF OHIO LLC, a Michigan limited liability company, successor to Dominion Homes, Inc. ("**Declarant**").

BACKGROUND

WHEREAS, on August 25, 2005 Declarant filed that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North (SubArea: Independence-Platted Lots) recorded at Instrument Number 200508250173002 in the office of the Recorder, Franklin County, Ohio, as amended, and as supplemented by First, Second, Third, Fourth, Fifth, and Sixth Supplements thereto (collectively the "**Declaration**");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

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

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

NOW THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that:

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

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

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Declarant has caused the execution of this Seventh Supplement as of the date first above written.

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

By: _____
Matthew J. Callahan,
Vice President Land
Acquisition

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 2ND day of June, 2015, by Matthew J. Callahan, Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company.

STEPHEN PECK
Notary Public, State of Ohio
My Commission Expires 01/18/2017

_____
Notary Public

This instrument prepared by:
Steven G. Gentry, Esq.
220 West Bridge Street
Dublin, Ohio 43017
(614) 799-1040

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots Numbered Five Hundred Sixteen (516) through Five Hundred Forty-Three (543), inclusive, of Haydens Crossing, Section 11, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 118, Pages 45 and 46 (Instrument No. 201412120165010) of the records of the Recorder of Franklin County, Ohio; and

Being Lots Numbered Five Hundred Forty-Four (544) to Five Hundred Seventy-Four (574), inclusive, of Haydens Crossing, Section 12, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 118, Pages 88 and 89 (Instrument No. 201503270038341) of the records of the Recorder of Franklin County, Ohio.

TRANSFER
NOT NECESSARY

OCT 1 4 2015

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

201510140145326
Pgs: 4 $48.00 T20150074925
10/14/2015 1:12PM EXPULTE HOMES
Terry J Brown
Franklin County Recorder

EIGHTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
VILLAGE AT HAYDENS CROSSING NORTH

(SUBAREA: INDEPENDENCE-PLATTED LOTS)

THIS EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR VILLAGE AT HAYDENS CROSSING NORTH (the "**Eighth Supplement**") is made as of the 30TH day of September, 2015 by PULTE HOMES OF OHIO LLC, a Michigan limited liability company, successor to Dominion Homes, Inc. ("**Declarant**").

BACKGROUND

WHEREAS, on August 25, 2005 Declarant filed that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Village at Haydens Crossing North (SubArea: Independence-Platted Lots) recorded at Instrument Number 200508250173002 in the office of the Recorder, Franklin County, Ohio, as amended, and as supplemented by First, Second, Third, Fourth, Fifth, Sixth, and Seventh Supplements thereto (collectively the "**Declaration**");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

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

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

NOW THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that:

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

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

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Declarant has caused the execution of this Eighth Supplement as of the date first above written.

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

By: _____
Matthew J. Callahan,
Division Vice President Land Acquisition

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 30th day of September, 2015, by Matthew J. Callahan, Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company.

{Seal}

_____
Notary Public

This instrument prepared by:
David G. Gentry, Esq.
Gentry Law Group, LLC
220 West Bridge Street
Dublin, Ohio 43017
(614) 799-1040

NOTARIAL SEAL
STATE OF OHIO

STEPHEN PECK
Notary Public, State of Ohio
My Commission Expires 01/18/2017

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lots Numbered Five Hundred Seventy-Five (575) through Six Hundred Forty-Four (644), inclusive, of Haydens Crossing, Section 13, as the same are numbered, lettered, labeled and delineated on the recorded plat thereof, of record in Plat Book 119, Pages 20 and 21 (Instrument No. 201507240101676) of the records of the Recorder of Franklin County, Ohio