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RECORDER, UNION CO., OHIO
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SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF

COVENANTS, RESTRICTIONS, EASEMENTS,

ASSESSMENTS, AND ASSESSMENT LIENS FOR

KEYSTONE CROSSING SUBDIVISION

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR KEYSTONE CROSSING SUBDIVISION (the "Second Amendment") has been adopted as of the 11 day of September 2009, by MARONDA HOMES, INC. OF OHIO, an Ohio corporation, as Declarant.

RECITALS

WHEREAS, Declarant is the developer of Keystone Crossing subdivision (the "Subdivision"), as reflected on the plat for Keystone Crossing, Phase I, that was recorded on June 5, 2006 in Plat Cabinet 5, Pages 227-228 of the Union County, Ohio Recorder's Records, which includes Lots 6023 through 6070, inclusive, Lots 6113 through 6116, inclusive, and Reserve A, as further described on the attached Exhibit A;

WHEREAS, Declarant subjected the Subdivision to the Amended and Restated Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens that was recorded on November 21, 2007 in O.R. Book 762, Page 423 of the Union County, Ohio Recorder's Records (the "Declaration");

WHEREAS, the Keystone Crossing Homeowners' Association, Inc., an Ohio non-profit corporation (the "Association"), is responsible for the administration and enforcement of the provisions of the Declaration of the Subdivision;

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WHEREAS, Declarant previously amended the design and construction standards for fences within the Subdivision in that certain First Amendment to the Amended and Restated Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens recorded on November 12, 2008 in O.R. Book 801, Page 979 of the Union County, Ohio Recorder's Office (the "First Amendment"); and

WHEREAS, pursuant to Declarant's amendment rights under Section 12.2 of the Declaration, Declarant so desires to further amend the Declaration as set forth below as is reasonably required in order to complete the development of the Property;

NOW, THEREFORE, Declarant amends the Declaration and First Amendment as follows:

1. Preambles and Recitations. The foregoing preambles, recitations, and definitions are made a part of this Second Amendment as though fully set forth herein.

2. Fences and Walls. Section 4.5 of the Declaration (as so amended by the First Amendment) is hereby deleted in its entirety and replaced by the following Section 4.5:

> 4.5 Fences. Invisible fences may be installed on a Lot without approval by the Association. Other than invisible fences, fences will only be permitted if approved and constructed in strict accordance with this Section 4.5. During the Development Period, a Lot owner must obtain the written approval of its plans from the Declarant prior to constructing a fence on the owner's Lot. After the Development Period, a Lot owner must obtain the written approval of its plans from the Board prior to constructing a fence on the owner's Lot. Any such approval may be conditioned upon the construction of the fence from materials of types, grades and colors determined from time to time by the applicable party to be compatible with the other improvements within the Subdivision. The approval of a fence shall be solely for the approving party's benefit and may not be relied upon by a Lot owner or any other party for any reason whatsoever. A fence may not be built on any part of a Lot between a line formed by (and extended to the side property lines) the rear corners of the House constructed thereon and the street in front of the House. A fence may only be erected on a Lot from a line formed by (and extended to the side property lines) the rear corners of the House to the back property line and may not be in excess of five (5) feet in height. There shall be no solid (e.g., stockade) or chain-link (whether metal, plastic, vinyl-coated or otherwise) fencing except as may be utilized by builders with the approval of Declarant for temporary storage of building materials and supplies during the construction phase. Fences will at a minimum meet the foregoing requirements as well as the requirements imposed by any laws, ordinances, codes, rules and regulations. All fencing on any Lot must be well maintained at all times

3. Conflict. In the case of any conflict between the Declaration, the First Amendment and this Second Amendment, this Second Amendment shall control. Except as

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amended in this Second Amendment, all of the provisions of the Declaration and the First Amendment shall be and remain in full force and effect.

4. Capitalized Terms. All of the terms used herein which are defined in the Declaration and First Amendment shall be interpreted to have the same meaning as defined therein unless otherwise specifically defined in this Second Amendment.

5. Severability. Invalidation of any one or more of these covenants, conditions, restrictions and provisions shall have no effect on the other covenants, conditions, restrictions and provisions contained herein in this Second Amendment.

EXECUTED by Declarant to be effective as of the date set forth above.

DECLARANT:

MARONDA HOMES, INC. OF OHIO,
an Ohio corporation

By: John Oberlin
Its: Vice President

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 11th day of September 2009, before me, a notary public, in and for said state, personally appeared John Oberlin, the Vice President of MARONDA HOMES, INC., OF OHIO, an Ohio corporation, as Declarant of the Association, on behalf of the corporation.

NOTARIAL SEAL STATE OF OHIO

Melissa Scheel
Notary Public, State of Ohio
My Commission Expires 12-10-2013

Melissa Scheel
Notary Public
My Commission Expires: 12/10/2013

This instrument was prepared by:
Jessica F. Dressman, Esq.
Finney, Stagnaro, Saba & Patterson Co., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700

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EXHIBIT A

Situate in the State of Ohio, County of Union, Paris Township, City of Marysville, located in Virginia Military Survey Number 3351, and being all of Lots 6023 through 6070, inclusive, Lots 6113 through 6116, inclusive, and Reserve A of Keystone Crossing Phase I, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Pages 227-228 of the Union County, Ohio Recorder's Office.

Auditor's Parcel Numbers:

Lot 6023 (29-0023008.001)
Lot 6024 (29-0023008.002)
Lot 6025 (29-0023008.003)
Lot 6026 (29-0023008.004)
Lot 6027 (29-0023008.005)
Lot 6028 (29-0023008.006)
Lot 6029 (29-0023008.007)
Lot 6030 (29-0023008.008)
Lot 6031 (29-0023008.009)
Lot 6032 (29-0023008.010)
Lot 6033 (29-0023008.011)
Lot 6034 (29-0023008.012)
Lot 6035 (29-0023008.013)
Lot 6036 (29-0023008.014)
Lot 6037 (29-0023008.036)
Lot 6038 (29-0023008.037)
Lot 6039 (29-0023008.038)
Lot 6040 (29-0023008.039)
Lot 6041 (29-0023008.040)
Lot 6042 (29-0023008.041)
Lot 6043 (29-0023008.042)
Lot 6044 (29-0023008.043)
Lot 6045 (29-0023008.044)
Lot 6046 (29-0023008.045)
Lot 6047 (29-0023008.046)
Lot 6048 (29-0023008.029)
Lot 6049 (29-0023008.030)
Lot 6050 (29-0023008.031)
Lot 6051 (29-0023008.032)
Lot 6052 (29-0023008.033)
Lot 6053 (29-0023008.034)
Lot 6054 (29-0023008.035)
Lot 6055 (29-0023008.021)
Lot 6056 (29-0023008.020)
Lot 6057 (29-0023008.019)
Lot 6058 (29-0023008.018)
Lot 6059 (29-0023008.017)
Lot 6060 (29-0023008.016)
Lot 6061 (29-0023008.015)
Lot 6062 (29-0023008.047)
Lot 6063 (29-0023008.053)
Lot 6064 (29-0023008.052)
Lot 6065 (29-0023008.051)
Lot 6066 (29-0023008.050)
Lot 6067 (29-0023008.049)
Lot 6068 (29-0023008.048)
Lot 6069 (29-0023008.022)
Lot 6070 (29-0023008.023)
Lot 6113 (29-0023008.024)
Lot 6114 (29-0023008.025)
Lot 6115 (29-0023008.026)
Lot 6116 (29-0023008.027)
Reserve A (29-0023008.028)

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AMENDED AND RESTATED

DECLARATION OF COVENANTS, RESTRICTIONS,

EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR

KEYSTONE CROSSING SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR KEYSTONE CROSSING SUBDIVISION ("Declaration") is made this 12th day of November, 2007 by MARONDA HOMES, INC. OF OHIO, an Ohio corporation. The term "Declarant" as used herein refers to Maronda Homes, Inc. of Ohio, or any successor and/or assigns to its rights hereunder as referenced in **Section 11**, below.

RECITALS

A. Declarant is the owner of Lots numbered 6023 through 6070, inclusive, Lots 6113 through 6116, inclusive, and Reserve A, being approximately 16.466 acres of real estate in Keystone Crossing, Phase 1, located in the City of Marysville, Paris Township, Union County, Ohio, as the same are delineated upon the recorded plat thereof, at Plat Book 5, Pages 227-228 of the Union County, Ohio Recorder's Office, as more particularly described on **Exhibit A** ("Property").

B. Declarant previously recorded the Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens for Keystone Crossing Subdivision by instrument dated May 22, 2007 and recorded in O.R. Book 738, Page 601 of the Union County, Ohio Recorder's Office ("Original Declaration").

C. Pursuant to **Section 8.03** of the Original Declaration, Declarant has the authority to amend the Declaration in its sole and absolute discretion and Declarant desires to amend, restate and replace the Original Declaration with this Declaration.

DECLARATION

NOW, THEREFORE, Declarant hereby amends, restates and replaces the Original Declaration in its entirety with this Declaration and declares that the Property subject to the following covenants, conditions, restrictions and easements ("CCRES"):

1. **Preambles and Recitations**. The foregoing preambles, recitations, and definitions are made a part of this Declaration as though fully set forth herein.

2. **Property and Annexation of Additional Property**.

2.1 Subject Property. The Property shall be held, sold, conveyed or otherwise transferred or occupied and improved subject to the terms and conditions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, Declarant intends, but is not obligated, to develop and subdivide the Property and Additional Property, or portions thereof. For the purposes of this Declaration, the general plan of development for the Property and any of the Additional Property, as set forth on any site plan, shall be referred to as the "Development."

2.2 Additional Property; Annexation. From the date of this Declaration until the sale of the last Lot in the Development to a third party that intends to occupy the same (the "Development Period"), Declarant shall have the unilateral right, privilege, and option (but not the obligation) to annex additional property, which is not included in the Property described in **Exhibit A**, without the consent of any other Lot owners (the "Additional Property"). Such Additional Property may then be further subdivided and designated by Declarant, in Declarant's sole discretion (the "Future Phases"), into the Property, without the consent of the Association or any other Lot owners. Declarant shall effectuate any such annexation by recording a supplement to this Declaration with the Union County Recorder's Office (a "Supplemental Declaration"), which any such Supplemental Declaration shall extend the regime of some or all of the within CCRES to such annexed property. Declarant shall have the unilateral right to transfer to any one or more other person(s) or entities its right, privilege, and option to annex additional property herein, provided that such transferee or assignee shall be expressly designated in writing to be the successor or assignee to all or any part of Declarant's rights hereunder.

2.3 Supplemental Declarations. Any Supplemental Declaration may contain additional or independent CCRES against any Future Phase, as Declarant, in its sole discretion, shall deem necessary or appropriate. Such Supplemental Declaration will not reduce, impair, limit, or otherwise revise the CCRES contained in this Declaration as to the Property subject to this Declaration prior to such Supplemental Declaration or diminish the rights and powers of the Association described herein as to the Property subject to this Declaration prior to such Supplemental Declaration.

3. Architectural Control.

3.1 Approval of Plans. During the Development Period, no building shall be erected, placed or altered on any Lot until the construction plans have been approved in writing by Declarant. Declarant may specify requirements for the construction plans, including without limitation, any of the following: minimum setbacks, driveway access to adjacent street, the location, materials, height and extent of fences, walls or other screening devices, garage access and the orientation and placement of structures with respect to streets, walks and structures on adjacent land. If Declarant shall fail to approve or disapprove any proposed construction plans within thirty (30) days after the same shall have been submitted to it for approval, such construction plans shall be deemed to have received the disapproval of Declarant. Declarant shall not be obligated under any circumstances to approve any construction plans if it determines, in its sole discretion, the same would detract from the overall character and aesthetics of the Development. Following such time as Declarant is no longer the owner of any Lots, the Board of Trustees (the "Board") shall have the authority to adopt such rules, regulations and policies as the Board deems appropriate with respect to the architectural controls of the Development. Nothing contained herein shall be construed to limit the right of a Lot owner to

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remodel or decorate the interior of a building or house or to paint the interior of a building or house any color.

3.2 No Liability. Declarant shall not be liable in damages to anyone submitting construction plans for approval, or to any owner of a Lot by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any construction plans, including specifically, but without limitation, consequences of any defect in any construction plans. The approval of construction plans shall not be deemed or construed to be an opinion, warranty, representation or statement that the construction plans are technically sound, that the improvements described will be habitable or safe or that they comply with building, zoning, fire or other codes, statutes, ordinances, rules or regulations. Every party which submits construction plans to Declarant for approval agrees, by submission of such construction plans, and every Lot owner agrees, that he she or it will not bring action or suit against Declarant to recover any damages arising from or related to the construction plans. In the event any party or Lot owner violates this restriction, then such party or Lot owner shall be responsible for all fees and expenses (including attorneys fees) incurred by Declarant in connection with the same.

3.3 Variance, Modification, and Waiver of Construction Standards. As necessary to account for any hardship from the strict application of any of the design and construction standards imposed by Declarant, or to account for issues such as topography, natural obstructions, aesthetic or environmental considerations or any other basis, Declarant, in Declarant's sole discretion, may vary, waive or amend design and construction standards established by Declarant. Declarant's decision on a requested variance, waiver or amendment shall be final, conclusive and binding. Any variance, waiver or amendment must be in writing. If a variance, waiver or amendment is granted, no violation of the CCRES contained in the Declaration shall be deemed to have occurred with respect to the same. The granting of such a variance, waiver or amendment shall not operate to waive any of the terms and provisions of the Declaration for any purpose except as to the particular provision hereof covered by the variance, waiver or amendment (and shall apply only to the particular Lot in question), nor shall it affect in any way the Lot owner's obligation to comply with all governmental laws and regulations.

4. **Restrictions on Design and Improvements**. In addition to mandatory approval by Declarant before undertaking any improvements and except as varied by Declarant as provided above, all Lots and improvements being a part of the Property at a minimum are subject to the restrictions set forth in this **Section 4**. Because these restrictions are based upon a variety of factors, including without limitation zoning and other governmental restrictions, aesthetic concerns, and the layout of utilities and easements that benefit other Lots, the common areas and common easements, the failure by any Lot owner to strictly adhere to the foregoing may result in a forced removal of such improvements following their undertaking or completion by the Association or Declarant, which forced removal will be without compensation to such Lot owner, and will be at the Lot owner's expense.

4.1 Accessory Structures. No structure of a temporary character and no secondary building, trailer, mobile home, tent, shack, barn, or outbuilding shall be permanently

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or temporarily erected, maintained, or installed on any Lot at any time except as may be approved by Declarant during the Development Period or the Board after the Development Period, but in no event shall any approved structure be used as a residence, either temporarily or permanently.

4.2 Building Materials; Finishes. All homes that are constructed on the Property must have the exterior finishes and be constructed of building materials (i) per the applicable zoning regulations, and (ii) as approved by Declarant during the Development Period or the Board after the Development Period.

4.3 Awnings. No awnings are permitted on the front elevation of a house, and no metal or plastic awnings are permitted.

4.4 Solar Panels. The owner of a Lot may not erect or maintain any solar panels on any Lot or house.

4.5 Fences and Walls. Invisible fences may be installed on any Lot. Other than invisible fences, fences will only be permitted on Lots with swimming pools (with such swimming pools being approved by Declarant during the Development Period or the Board after the Development Period). Any such fences around swimming pools must be approved by the Declarant during the Development Period or the Board after the Development Period and must be constructed out of either ornamental iron or decorative aluminum. No fences may be built on any part of any Lot between a line formed by (and extended to the side property lines) the rear corners of the building constructed thereon and the street in front of the building. Any such fences shall be erected on said Lot from a line formed by (and extended to the side property lines) the rear corners of the building to the back property line and may not be in excess of four (4) feet in height. There shall be no solid (e.g., stockade) or chain-link (whether metal, plastic, vinyl-coated or otherwise) fencing except as may be utilized by builders with the approval of Declarant for temporary storage of building materials and supplies during the construction phase. Fences around pools will at a minimum meet the foregoing requirements as well as the requirements imposed by any laws, ordinances, codes, rules and regulations. All fencing on any Lot must be well maintained at all times.

4.6 Mailboxes. Mailboxes shall be of uniform design established initially by Declarant. Thereafter, the Board may establish standards for mailboxes for all the Lots in the Property as the then owners of such Lots replace the same. If a mailbox is damaged, destroyed or deteriorates, then the owner of the Lot, at such owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color to the then approved mailbox standards.

4.7 Swimming Pools. No aboveground swimming pools which require a filtration system or which are more than six (6) feet in diameter and eighteen inches (18") deep (excluding hot tubs or spas) shall be erected on any Lot. The design and layout of all in-ground pools, as with all other improvements, are subject to the approval of Declarant during the Development Period or the Board after the Development Period.

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5. **Yards, Grading and Landscaping.**

5.1 Grading. After construction of a house, the applicable homebuilder of a Lot will (i) finish grade elevations in accordance with the grading plan for the subdivision established by Declarant, (ii) leave uncovered and exposed all sanitary sewer manholes, storm sewer manholes, water main valve boxes, and water tap boxes after finish grade, sodding and seeding of the yards or installation of walks and driveways, and (iii) install driveway aprons between the driveway and the developed roadway.

5.2 Sod and Seed. After construction of a house, the applicable homebuilder of a Lot will place sod in the front yard. The applicable homebuilder of a Lot may either place sod or grass seed in the side yards and rear yards. On corner Lots, the applicable homebuilder shall sod both front yards.

5.3 Timeframe for Initial Yards and Landscaping. When a new home is constructed on a Lot, the applicable homebuilder will assure that the approved grading, landscaping and seeding or sodding on a Lot is completed within ninety (90) days following the issuance of a certificate of occupancy for the improvements (whether conditional, temporary or partial); PROVIDED, HOWEVER, that if the certificate of occupancy is issued between October 1 of one year until April 15 of the following year, the landscaping, seeding and sodding will occur before the next June 30 following the issuance of such certificate of occupancy.

6. **Protective Covenants and Restrictions.**

6.1 Single Family Residence. No Lot shall be used except for residential purposes, except as provided herein. 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 (2 ½) stories in height.

6.2 Clean and Neat Premises. The owner of each Lot will assure that their Lot is kept clean of debris, trash and junk. Each Lot owner will be responsible for the removal of mud or other debris in the streets of the subdivision or adjacent public streets caused by the acts or omissions of its contractors, subcontractors and laborers. Such removal shall be accomplished on the same day that debris and mud problem occurs. The foregoing restriction does not apply to activities of Declarant and its employees, agents and contractors during the development of improvements or to any homebuilder during the construction of houses and improvements on a Lot or the Property.

6.3 Satellite Dishes and Antennas. To the extent that the same legally may be limited by private covenant, no free standing satellite dish, antennas or receivers shall be permitted on any Lot. All satellite dishes, antennas and receivers must not exceed one (1) meter in diameter. Further, any applicable satellite dishes, antennas and receivers must be attached to the house and must not exceed two feet (2') in height above the roof line.

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6.4 Recreational and Play Equipment. Swingsets, jungle-gyms, playhouses or similar yard equipment ("Playsets") located on any Lot must be maintained in good condition. Playsets shall be of semi-permanent nature and constructed primarily out of wood. No Playsets shall be permitted in the front yards of any homes and must be located as not to infringe on any rear or side yard setbacks.

6.5 Further Subdivision. Except as permitted by Declarant during the Development Period or the Board after the Development Period, the Lots established by a plat for any of the Property may not be further subdivided, or portions thereof split off and conveyed to any other party, including the owner of an adjoining Lot.

6.6 Nuisance. No noxious or offensive trade shall be carried on or, upon any Lot or within any house or improvement situated upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or the other Lot owners.

6.7 Home Office. A Lot owner may be permitted to use a portion of his or her residence as a home office, provided such use is not visible from outside such residence, has no impact on traffic, parking, or noise levels, does not interfere with any other Lot owners' or occupants' use of his or her property, and does not violate any applicable zoning ordinance. The Board shall have the sole authority to determine whether any use is in violation of this "home office" exception.

6.8 Signs. No sign, billboard, or advertisement of any kind shall be displayed on or about any Lot to public view except for (i) signs of no more than six (6) square feet advertising the property for sale or rent, which are permitted only within the boundaries of the Lot of the home being sold or rented; (ii) signs used by Declarant or other homebuilders to advertise or promote the Development; or (iii) permanent entrance sign(s)/monument(s) to the Development that may be installed and maintained by the Association.

6.8 Trash. No burning of any trash, accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot. Trash and garbage containers shall not be permitted to remain in the public view except on days of trash collection.

6.9 Boat, Trailer and Vehicle Parking Storage. For the purpose of this **Section 6.9**, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. For the purpose of this **Section 6.9**, the phrase "commercial truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans, motorcycles and any vehicle other than any light or standard sized pickup truck which is used as a personal automotive vehicle by an owner of a Lot or other resident. No commercial truck, boat, trailer, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of, adjacent to, or on any Lot unless it is in a garage or other vehicle enclosure out of the view from the street

and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, boat, trailer, camper, recreational vehicle or commercial vehicle on a Lot for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. Any violation of this **Section 6.9** shall be deemed a nuisance to the welfare of the Development and may result in the removal of the violating item from the Lot at the expense of the owner of the Lot.

6.10 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats and other household pets, provided they are not kept, bred or maintained for commercial purposes. The owner of a Lot with a pet shall be responsible for cleaning up after the pets.

6.11 Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the common area that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the common area or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. The **Section 6.11** shall not be construed so as to prohibit Declarant or any builder from construction activities consistent with residential construction practices. In addition, no storage tanks, whether above or below-ground (except in conjunction with gas cooking grills) shall be permitted on any Lot.

6.12 Quiet Enjoyment. No owner of a Lot or resident shall permit or suffer anything to be done or kept upon such Lot which will obstruct or interfere with the rights of quiet enjoyment of other owners, residents or occupants, or annoy them by unreasonable noises or otherwise. No speakers, horns, whistles, bells, or other sound devices shall be located, used or placed on any Lot except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. No owner of a Lot or resident shall commit or permit a nuisance on the Lot or commit or suffer any immoral or illegal act to be committed thereon. Each owner of a Lot and resident shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said Lot, including zoning, building code, property maintenance and signage requirements. Picketing shall not be permitted on or near any Lot, either in person or through signage, banners or other forms of communication.

6.13 Sight Distance of Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner Lot formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same line limitation shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such area of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6.14 Storing Vehicles. No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than seven (7) days in a condition wherein it is unable to be operated upon the public highway. Similarly, no automobile or motor-driven vehicle that is in operable condition may be stored on the Lot in public view for a period of more than seven (7) days within a thirty (30) day period. Any violation of this **Section 6.14** shall be deemed a nuisance to the welfare of the Development and may result in the removal of the automobile or motor-driven vehicle from the Lot at the expense of the owner of the Lot.

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

6.16 Landscape Buffers. If landscape buffers are required on certain Lots, the owner of such Lots, at the owner's sole cost and expense, shall maintain in good condition the landscape buffer zones so required.

6.17 Trampolines. If the owner of a Lot desires to maintain a trampoline of the Lot, the owner must first submit such request to the Board and obtain the prior approval of the Board. In no event shall trampolines be permitted in any front or side yard and shall be located in rear yards so as to be shielded from the view of the street to the extent possible.

6.18. Outdoor clotheslines. No outdoor clotheslines shall be permitted on any Lot within the Subdivision.

6.19 Maintenance of Lots. No Lot or improvement thereto shall be permitted to become overgrown, unsightly or to fall into disrepair, and all residences and improvements shall at all times be kept in good condition and repair, with lawns trimmed and weeds controlled, and improvements adequately painted or otherwise finished in accordance with specifications established by the Board. In the event of damage or destruction to any improvements on a Lot, the owner shall cause such improvement to be removed within ninety (90) days or repaired within a reasonable period of time not to exceed two hundred seventy (270) days, and the improvement or land thereon restored to an orderly and attractive condition. Each owner of a Lot and the owner's successors and assigns, hereby grants to the Association the right to make any necessary alterations, repairs or maintenance approved by the Board to carry out the interest of this **Section 6.19** and further agree to reimburse the Association for any expenses incurred in carrying out the foregoing. The Association may assess and collect such reimbursement an assessment.

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

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7. **Uses, Common Areas and Common Easements.**

7.1 Common Areas and Common Easements. Except as provided in this Declaration, the Bylaws and the rules and regulations adopted by the Board (the "Rules and Regulations"), every Lot owner shall have a non-exclusive common right and easement of use and enjoyment in and to (i) the common areas and common easements, as shown on a plat for any of the Property, (ii) all easements benefiting any such Lot owners as shown on the a plat for any of the Property, and (iii) all existing and subsequently constructed improvements upon or within the common areas and common easements, including improvements which may be subsequently dedicated to any applicable governmental entity. The improvements that may be constructed in the common areas and common easements referenced above may include, without limitation: structures for recreation, storage, or protection of equipment; fountains, statuary, sidewalks, common driveways, landscaping, walls, open spaces, recreation areas or other similar and appurtenant improvements. Nothing in this Declaration obligates Declarant or the Association to construct any such improvements. Any improvements or alterations made upon any common area or common easement by the owner of a Lot are made at the risk of such owner and the owner may be forced to remove and/or restore the same to the extent that any improvements interfere with the enjoyment of the common areas and common easements as determined by the Board.

7.2 Storm Water. The owner of each Lot will not construct any improvements, alter the grading, place debris or vegetation, or take any other act that would interfere with the normal flow of water within certain storm water easement areas or storm water drainage ways as noted on a plat for any of the Property. Any Lot owner that alters or interferes with any water drainage flow, path, or system shall indemnify and hold harmless Declarant, the Association and other Lot owner adversely affected by such alteration or interference from any and all liability or damages (including reasonable attorneys' fees) arising from the same.

7.3 Retention Pond. During the Development Period or until such time that Reserve "A" is conveyed to the Association, Declarant shall supervise and monitor to ensure proper maintenance and operation of such Reserve "A" as shown on the Plat for Phase I of the Subdivision (the "Retention Pond"). Such Retention Pond was built in accordance with the plans and specifications approved by the City of Marysville, Ohio, and the Retention Pond is currently functioning as designed. Concrete, large rocks and broken pipe have been placed in the center of said pond to act as structure for fish habitat, and these are acceptable practices of the Ohio Department of Natural Resources. Subsequent to the Development Period or until such time that Reserve "A" is conveyed to the Association, the Association will be solely responsible for the maintenance and operation of such Retention Pond.

7.4 Right of Declarant to Add, Reduce and Relocate Easements. Declarant hereby declares, creates, and reserves the right to declare on its behalf or grant on behalf of the Association or the Lot owners, without consent of the Association or any Lot owner or owners, easements across, through, or under any Lot in the Property for the purpose of installing, maintaining, repairing, improving, operating, replacing and otherwise dealing with utilities,

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sanitary sewer, storm and surface water drainage so long as such easements will not result in a material loss of utility or functionality to the owner of any such Lot. Further, Declarant hereby declares, creates and reserves the right to declare on its behalf or grant on behalf of the Association or the Lot owners, without consent of the Association or any Lot owner, easements across, through or under any common areas and common easements in the Property. Declarant also will have the rights (i) to reduce the size of any easement areas from time to time to the extent that such reduction will not result in a material loss of utility or functionality to the owner of any Lot benefited by such easement as a result of the reduction in size of such easement area, (ii) to relocate any easements to other areas on property then owned by Declarant or by other Lot owners as long as (a) the relocation is at the cost and expense of Declarant, and (b) the relocation will not result in a material loss of utility or functionality to the owner of any Lot benefited by such easement. Thus, all Lots shall be subject to an access easement in favor of Declarant and the Association in order to exercise any of their respective rights set forth above in this **Section 7.4**. Declarant has no obligation whatsoever to enforce such rights for the benefit of any Lot owner hereunder. The foregoing rights are additionally constrained by the regulatory authority of any governmental entity with jurisdiction over the Property and such easements

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

7.6 Dedication Rights. Declarant and/or the Association hereby specifically reserves the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements in part or in full

7.7 Damage by Owner or Occupant. If any of the common areas or common easements is damaged by any owner of a Lot, or the owner's family members, guests or invitees, then the Board may levy a individual lot assessment against the owner and the owner's Lot for the cost of repairing or replacing the damaged cause by said party.

8. Homeowners' Association.

8.1 Association. Concurrent with the execution of this Declaration, The Keystone Crossing Homeowners' Association, Inc. (the "Association"), has been created as a non-profit corporation for the benefit of the owners of the Lots in the subdivision. The Association is organized under the laws of the State of Ohio. All Lot owners shall be subject to and abide by the Articles of Incorporation, the Bylaws and Regulations of the Association as well as additional rules and regulations of the Association that may be adopted from time to time. Any reference on the Plat to the "Subdivision Homeowners Association" or the "The Keystone Crossing Homeowners Association" shall mean the Association.

8.2 Membership Rights. Every person or entity that is a record owner of any Lot in the Property is each a member of the Association and such membership shall be appurtenant to and not be separated from the ownership of the Lot. The foregoing does not

include persons or entities that hold an interest merely as security for the performance of an obligation. Upon the conveyance of any Lot, the new owner of such Lot will replace the former owner as a member of the Association. The membership rights of all Lot owners are subject to the limitations, terms, and conditions set forth in this Declaration or otherwise adopted by the Association.

8.3 Voting Rights.

8.3.1 Voting by Declarant. Declarant shall be entitled to one hundred percent (100%) of the total voting power of the Association as long as Declarant owns any of the Property. Declarant may surrender the voting power at any time by providing the Association with a written notice of such surrender.

8.3.2 Voting by Owners. If Declarant does not own any of the Property or surrenders its voting rights pursuant to **Section 8.3.1**, above, votes of the Association shall be held as set forth in the Bylaws.

8.4 Maintenance. The Association shall be entitled to maintain all common areas and common easements located on the Property that collectively benefit any and all Lot owners. Such maintenance shall be preformed in such manner as the Board determines in its sole and absolute discretion. The maintenance of such common areas and common easements may include, without limitation, entrance monumentation and the landscaped areas surrounding the same, drainage easements, utility easements, ponds, open spaces, recreation areas or other similar easements and area and the appurtenant improvements located therein. The Association has no obligation whatsoever to enforce or maintain any CCRES for the benefit of one or more Lot owner. Such decision will be made in the sole and absolute discretion of the Board. Further, nothing in this Declaration obligates the Association to construct or maintain any common areas or common easements. All Lot owners shall pay Assessments pursuant to **Section 9** of this Declaration and thereby will share in the cost of maintenance of all such common maintenance activities undertaken by the Association.

8.5 Liability Insurance. The Association shall procure and maintain public liability insurance insuring Declarant, the Association, and the Lot owners against any occurrence upon, in, about, or relating to the common areas and common easements, which shall afford protection in certain amounts as determined from time to time by the Board in its sole and absolute discretion.

8.6 Other Insurance. The Association (as determined from time to time by the Board in its sole and absolute discretion) may obtain and maintain one or more of the following additional insurances: (a) fidelity bond coverage and workers' compensation insurance for all officers, trustees and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Board deems necessary.

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8.7 Ownership of Property. The Association may from time to time own real and personal property, including property deeded to it by Declarant for use as common areas and common easements for the use and enjoyment by the owners of the Lots. Title to any portion of the common areas and common easements located on the Property or in future sections of the subdivision, if any, that is to be owned by the Association will be so conveyed from Declarant to the Association. However, Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate the same where applicable and customary and the right of ingress and egress across the common areas and common easements in connection with the development of the Property. The Association will accept all property in the subdivision or adjacent or appurtenant thereto, including fee and easement interests, deeded to it by Declarant for such purposes and the Association will accept all responsibility for such property and with respect to such easements upon acceptance of the same.

8.8 Expandability. As set forth in **Section 2**, Declarant, in its sole discretion, may annex portions or all of the Additional Property to the Property and also may incorporate annexed property as additional phases into the subdivision and it may subdivide such property into additional Lots and common areas and common easements. If it so chooses, Declarant may make the owners of Lots in additional phases members of the Association with the same rights and responsibilities as the owners in this initial phase have, and may add common areas and common easements, landscape easements, drainage easements, and utility easements, including without limitation, entrance monumentation and landscaped area surrounding the same, to the areas to be maintained by the Association. If owners of Lots in additional phases are made members of the Association, the Lot owners in such new section will be obligated to pay Assessments to the Association in the same manner as the owners in the initial phase.

8.9 Bylaws. The Association may make whatever Bylaws it may choose to govern the organization, provided that the same are not in conflict with the terms and provisions hereof. A copy of the Bylaws for the Association are attached hereto as **Exhibit B**.

8.10 Transfer Fee. The Association may levy a reasonable transfer fee against new owners and their Lots to reimburse the Association for the administrative cost of transferring the membership to the new owners on the records of the Association as determined by the Board.

8.11 Managing Agent. The Board may retain and employ on behalf of the Association a manager, which may be Declarant, and may delegate to the manager such duties as the Board and/or officers of the Association might otherwise be authorized or obligated to perform. The compensation of the manager shall be included in the general assessment of the Association. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days' prior written notice. Part of the manager's compensation may include a reasonable transfer fee paid pursuant to **Section 8.10**, and miscellaneous fees payable in connection with other transaction involving any Lot.

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8.12 Delegation of Duties. In the event the Association or Board shall delegate any or all of its duties, powers or functions, to any person, corporation or firm acting as a manager, neither the Association or the Board shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

9. **Assessments**.

9.1 Definition of Assessments. The term "Assessments" as used herein means any and all assessments, fees and costs that are levied pursuant to any provisions of **Sections 9.2**, **9.3** and **9.4** of this Declaration.

9.2 General Assessments. Each year, the Association, or Declarant, if Declarant has yet to relinquish its rights and responsibilities in connection with the Association pursuant to **Section 11**, will establish the amount of the general assessment. The Association shall levy and collect the same. General assessments may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Association or Declarant, and shall be due and payable to the Association from the owner of each Lot as and when directed by the Association. The amount of the general assessments will be that amount that is sufficient to discharge anticipated costs and expenses of the maintenance, operation, and management of the Association including, without limitation, the continued maintenance and operation of all common areas, storm water detention, storm water easement areas and the Retention Pond during the year as set forth herein as reasonably determined by the Association or Declarant plus a reserve amount not to exceed twenty-five percent (25%) of the amount as determined by Board.

9.3 Special Assessments. The Board may establish, levy, and collect special assessments at any time for the purpose of defraying, in whole or in part, the cost of any construction, renovation, repair, replacement, or addition of any improvements located in any common areas and common easements in the Development, which cost has not otherwise been provided for in the general assessments and provided that special assessments are approved by a two-thirds (2/3) of the Members of the Association.

9.4 Individual Lot Assessments. The Board may levy one or more individual lot assessments against a Lot and the owner of the same to reimburse the Association for costs and expenses incurred by the Association arising from or related to the failure of the owner and/or any of the owner's family members, guests and/or invitees to comply with any of the terms and conditions of this Declaration, the Bylaws and/or the Rules and Regulations, including, but not limited to, costs associated with making repairs that are the responsibility of the owner, costs of enforcement (including reasonably attorneys' fees) of the terms and conditions of this Declaration, the Rules and Regulations and costs of additional insurance premiums, and/or costs and fines against an owner of a Lot and/or the Lot set forth in any other provision of this Declaration, along with a penalty assessment to prevent future violation by the owner and/or any of the owner's family members, invitees and guests, as reasonably determined by the Board. Upon the Board's determination to levy any individual lot assessment, the Board shall give the affected owner written notice and the right to be heard by the Board or an

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appointed committee at least ten (10) days prior to the effective date of an individual lot assessment.

9.5 Non-Payment of Assessments and Penalty Assessments. Any Assessments levied pursuant to this Declaration, which are not paid on the date when due shall be delinquent and shall, together with interest thereon at the rate of ten percent (10.0%) per annum compound on a monthly basis and the cost of the collection thereof including, but not limited to, reasonable attorneys' fees.

9.6 Liens. Any delinquent Assessments and interest due thereon shall automatically be a lien upon the applicable Lot or said Lot owner (including improvements thereon). If any Assessments remain unpaid for thirty (30) days after they becomes due and payable, the Association may file a certificate of lien, signed by a member of the Board or a manager, with the Union County, Ohio Recorder's Office pursuant to the authorization given by the Board. A certificate of lien shall contain a description of the Lot, the name or names of the Lot owner(s) and the amount of the unpaid portion of the Assessments and late charges accrued as of the date of the certificate. Any lien shall remain valid for a period of five (5) years and any renewals thereof, from the time of the filing thereof, unless sooner released or satisfied in the manner allowed by law for the release and satisfaction of mortgages in real property or discharged by the final judgment or order of a court of competent jurisdiction. If the Association employs counsel to collect any lien or to otherwise collect any Assessments, the owner of such Lot or Lots shall pay all costs incurred in connection with the same, including a reasonable fee for counsel. Notwithstanding the foregoing, any lien by the Association upon a Lot shall be subordinate to the first mortgage on said property. Sale or transfer of any Lot shall not affect the attachment of the lien to the Lot.

9.7 Personal Liability. In addition, each Lot owner shall be personally liable for all amounts due under the provisions of this **Section 9** for any Lot(s) owned by said owner while a Lot owner.

9.8 Properties Exempt from Assessments. Assessments and any other fees of the Association shall only be assessed against owners of Lots on which homes are fully constructed and initially occupied for residential purposes. The Association shall not assess or collect Assessments or fees from Declarant or any other homebuilder during such period as Declarant or any other homebuilder owns any Lot within the Subdivision that has not been fully completed or occupied.

9.9 Declarant's Payment of Assessments. Declarant may elect to pay some or none of the "deficit", which is the difference between the amount of Assessments assessed and the amount of actual expenditures of the Association during the fiscal year. Declarant shall have no obligation to pay or fund any deficit of or to subsidize the Association. Declarant's subsidy to the Association may be made in the form of cash and/or "in kind" contributions of services or materials, or a combination of these. Those amounts paid or contributed by Declarant to subsidize the Association shall be credited first against current assessments owed by Declarant, if any, and then toward future Assessments that become owed by Declarant to the Association.

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This **Section 9.9** shall not be subject to amendment during the Development Period.

10. **Rights Reserved During Development Period**. During the Development Period, Declarant and any other homebuilder, approved by Declarant, shall have the right to use of the common areas, common easements, and Lots owned by Declarant or any other homebuilder. Without limiting the generality of the foregoing, Declarant may erect and maintain marketing or directional signs, temporary buildings, and any other structures as Declarant may reasonably deem necessary on the Property for the promotion, development, construction and marketing of the Property during the Development Period.

11. **Assignment of Rights and Responsibilities of Declarant**. During the Development Period, Declarant shall have the unilateral right to transfer to any one or more other persons or entities its right, privilege, and option set forth in this Declaration, provided any transferee or assignee shall be expressly designated by Declarant in writing to be successor to all or any part of Declarant's rights hereunder. On a surrender in writing from Declarant to the Association, any or all of the rights of Declarant under this Declaration, the Articles of Incorporation or Bylaws are and will conclusively be deemed to have been relinquished; PROVIDED, HOWEVER, that in no event will Declarant be required to obtain the consent of the Association, of any Lot owner or owners, or of any other party, for any of the improvements that Declarant intends to make to any Lots or portions of the Property owned by Declarant. In addition, nothing hereunder will be construed as to interfere with (i) Declarant's right to expand the Property pursuant to **Section 2**, above, and (ii) Declarant's membership voting rights unless expressly set forth in such surrender.

12. **Term and Amendment**.

12.1 Amendments by the Association. After Declarant surrenders all of its rights in relation to the Association, this Declaration may be terminated or amended at any time, as to any or all of the CCRES, upon the execution and recording of a written instrument, signed by the owners of seventy five percent (75%) of the Lots in the Property, or a certification signed by an officer of the Association that seventy five percent (75%) of all Lot owners voted in favor of such amendment, except that (i) no such amendment may impair any of the rights of Declarant hereunder or shall affect the Lots owned by Declarant, unless Declarant consents, in writing, to such amendments or termination.

12.2 Amendments by Declarant. Declarant reserves the right and power, and each owner of a Lot by acceptance of a deed to a Lot is deemed to and does grant to Declarant a Power of Attorney coupled with an interest which shall run with the title to the Lot, and shall be irrevocable except by Declarant for a period of fifteen (15) years from the date hereof, to amend this Declaration to the extent reasonably necessary to conform to any requirements imposed or requested by any governmental agency, planning or zoning body, public authority or financial institution (including the Federal National Mortgage Association, Federal Home Loan Mortgage corporation, or similar agency), without the approval of any other party, or to the extent reasonably necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Property and to facilitate the making and marketing of

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first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

12.3 Effect of Declaration. With the execution of this Declaration, the Original Declaration shall be superceded and replaced in its entirety with this Declaration.

13. **CCRES Running With Land And Enforcement**. Enforcement of this Declaration shall be by proceedings at law or in equity, and the breach of any of these CCRES may be enjoined or remedied by only the following: an owner of any interest in any part of the Property, any heirs, executors, administrators, successors or assigns of any such party, the Declarant, or the Association. Declarant, each grantee or other interest holder, by the acceptance of a deed of conveyance or other interest in any of the Property, accepts the same subject to all covenants, conditions, restrictions, easements, liens, charges, rights and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be CCRES running with the land, and shall bind any party having at any time any interest or estate in any of the Property, and shall inure to the benefit of such party in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed or other conveyance. Each grantee accepting a deed for any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto. If Declarant or the Association employs counsel to enforce any of the foregoing CCRES against an owner of a Lot or Lots, the owner of such Lot or Lots will pay all costs incurred in any enforcement, including a reasonable fee for counsel. Any enforcement of this Declaration by any Lot owner shall be at the Lot owner's sole cost and expense. No delay or omission on the part of Declarant, the Association or the owners of the Lots in the subdivision in exercising any rights, power, or remedy herein provided in the event of any breach of the CCRES herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue or action shall be brought or maintained by anyone whomsoever against Declarant for or on account of Declarant's failure to bring any action on account of any breach of these CCRES or for imposing any such CCRES herein which may be unenforceable.

14. **Declarant's Right to Replat**. Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and owners of Lots consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each owner of a Lot and the Association whose Lot is not altered by such amendment, alteration, or replatting, for themselves and their successors and assigns, hereby consents to a approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

15. **Mortgagee Rights**. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder

or insurer and a description of the Lot and the owner of the same) shall be entitled to timely written notice of: (a) any proposed amendment of this Declaration, other than an amendment by the Declarant, (b) any proposed termination of the Association, and (c) any default under this Declaration which gives rise to a cause of action by the Association against the owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days. Notwithstanding, the Association shall not be liable for any damages experienced by a holder or insurer of a first mortgage upon a Lot for the failure of the Association to provide such notice. Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such party's expense, to inspect the books and records of the Association during normal business hours.

16. **Nonliability Of Declarant**. Declarant, the Board, the officer, and their successors or assigns shall not be liable for any claim whatsoever arising out of or by reason of the exercise of discretion or authority (or its decision not to exercise such discretion or authority) pursuant to this Declaration, the Bylaws or any additional rules and regulations promulgated by the Association or the Board, whether or not the claims shall be asserted by any Lot owner, occupant, or the Association, or any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused.

17. **Conflict**. In the case of any conflict between this Declaration and the Articles of Incorporation or this Declaration and the Bylaws, this Declaration shall control.

18. **Severability**. Invalidation of any one or more of these CCRES and/or provisions of this Declaration shall have no effect on other CCRES and provisions contained in this Declaration.

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Declarant has caused this Declaration to be executed on the date first written above.

MARONDA HOMES, INC. OF OHIO,
an Ohio corporation

By: _____
John Oberlin, Vice President

STATE OF OHIO)
) SS:
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 13th day of November, 2007 by John Oberlin, the Vice President of MARONDA HOMES, INC. OF OHIO, an Ohio corporation, on behalf of the corporation.

NOTARY SEAL STATE OF OHIO

KELLY J. BEATTY
Notary Public, State of Ohio
Pickaway County
My Commission Expires 8/22/10

Kelly J. Beatty
Notary Public

This instrument was prepared by:

William J. Patterson, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2985 (phone)
(513) 533-2995 (fax)

TRANSFER NOT NECESSARY
MARY H. SNIDER, Auditor
BY TD 11/21/07

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EXHIBIT A

Situate in Virginia Military Survey Number 3351, the City of Marysville, Paris Township, Union County, Ohio, being all of Lots 6023 through 6070, inclusive, Lots 6113 through 6116, inclusive, and Reserve A, as located in Keystone Crossing, Phase 1, as the same are numbered and delineated upon the recorded plat thereof in Plat Book 5, Pages 227-228 of the Union County, Ohio Recorder's Office.

Auditor's Parcel Numbers:

Lot 6023 (29-0023008.001)
Lot 6024 (29-0023008.002)
Lot 6025 (29-0023008.003)
Lot 6026 (29-0023008.004)
Lot 6027 (29-0023008.005)
Lot 6028 (29-0023008.006)
Lot 6029 (29-0023008.007)
Lot 6030 (29-0023008.008)
Lot 6031 (29-0023008.009)
Lot 6032 (29-0023008.010)
Lot 6033 (29-0023008.011)
Lot 6034 (29-0023008.012)
Lot 6035 (29-0023008.013)
Lot 6036 (29-0023008.014)
Lot 6037 (29-0023008.036)
Lot 6038 (29-0023008.037)
Lot 6039 (29-0023008.038)
Lot 6040 (29-0023008.039)
Lot 6041 (29-0023008.040)
Lot 6042 (29-0023008.041)
Lot 6043 (29-0023008.042)
Lot 6044 (29-0023008.043)
Lot 6045 (29-0023008.044)
Lot 6046 (29-0023008.045)
Lot 6047 (29-0023008.046)
Lot 6048 (29-0023008.029)
Lot 6049 (29-0023008.030)
Lot 6050 (29-0023008.031)
Lot 6051 (29-0023008.032)
Lot 6052 (29-0023008.033)
Lot 6053 (29-0023008.034)
Lot 6054 (29-0023008.035)
Lot 6055 (29-0023008.021)
Lot 6056 (29-0023008.020)
Lot 6057 (29-0023008.019)
Lot 6058 (29-0023008.018)
Lot 6059 (29-0023008.017)
Lot 6060 (29-0023008.016)
Lot 6061 (29-0023008.015)
Lot 6062 (29-0023008.047)
Lot 6063 (29-0023008.053)
Lot 6064 (29-0023008.052)
Lot 6065 (29-0023008.051)
Lot 6066 (29-0023008.050)
Lot 6067 (29-0023008.049)
Lot 6068 (29-0023008.048)
Lot 6069 (29-0023008.022)
Lot 6070 (29-0023008.023)
Lot 6113 (29-0023008.024)
Lot 6114 (29-0023008.025)
Lot 6115 (29-0023008.026)
Lot 6116 (29-0023008.027)
Reserve A (29-0023008.028)

EXHIBIT B

AMENDED AND RESTATED BYLAWS OF

THE KEYSTONE CROSSING HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
THE ASSOCIATION

Section 1.1. Name and Location. The name of the corporation is The Keystone Crossing Homeowners' Association, Inc. ("Association"). The initial principal office of the Association shall be located at the offices of Maronda Homes, Inc. of Ohio, which is the developer of the Keystone Crossing subdivision (hereinafter referred to as "Declarant"), whose address is 3811 Twin Creeks Drive, Columbus, Ohio 43204. However, such principal office of the Association may be changed by the Board of Trustees, and meetings of Members (hereinafter defined) and Trustees (hereinafter defined) may be held at such places as may be designated by the Board of Trustees as well.

ARTICLE II
MEMBERSHIP

Section 2.1. Member. "Member" shall mean any person or entity who or which is a record owner of any Lot which is subject to the Amended and Restated Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment of Liens for Keystone Crossing subdivision, which is recorded in the official records of Union County, Ohio, and any amendments thereto (the "Declaration").

Section 2.2. Annual Meeting. The first annual meeting of the Members of the Association shall be held at such time as determined by Declarant but not later than within sixty (60) days after the earlier to occur of (i) the date that the Declarant surrenders its preferential voting rights in relation to Association in the manner set forth in the Declaration, or (ii) the expiration of the Development Period. Each additional annual meeting of the Members shall be held in the same month of subsequent years, on a date and time fixed by the Board of Trustees at such other time and date as may be determined by the Board of Trustees.

Section 2.3. Special Meetings. Prior to the first annual meeting, special meetings of the Members may be called at any time by the Declarant. After the first annual meeting, special meetings of the Members may be called at any time by the President, by a majority vote of the Board of Trustees, or upon written request of the Members who are entitled to vote at least one-third (1/3) of all the votes of the Declaration.

Section 2.4. Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice,

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at least fifteen (15) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by each Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 2.5. Quorum. The presence at the meeting of Declarant and/or Members entitled to cast, and of proxies entitled to cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 2.6. Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there shall be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be one-third (1/3) of the votes of the membership of the Association, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 2.7. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable upon providing written notice to the Secretary of such revocation and shall automatically cease upon conveyance by the Member of his Lot.

Section 2.8. Voting. Subject to Declarant's preferential voting rights as set forth in the Declaration, the owner of each Lot will have one (1) vote as a Member of the Association. To the extent that the ownership rights in a Lot are divided, each owner will hold the same percentage of right to cast one (1) vote as it has a percentage interest in a Lot. If an owner owns more than one (1) Lot, it will have as many votes as it has Lots. A majority of the voting rights of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio or these Bylaws.

Section 2.9. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees if any assessment owed by said Member to the Association remains outstanding thirty (30) days after the billing date for such assessment on the books of the Association.

Section 2.10. Actions Without a Meeting. Prior to the first annual meeting, Declarant may take any action that could be taken at a meeting of the Members of the Association without a meeting, in a writing or writings, signed by an officer of Declarant.

ARTICLE III

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BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 3.1. Number. The affairs of this Association shall be managed by a Board of Trustees, who need not be Members of the Association. The original number of Trustees shall be three (3). Thereafter, the number of Trustees shall be not fewer than three (3) nor more than seven (7), as may be determined from time to time by the Association.

Section 3.2. Selection, Term of Office. Declarant shall appoint the initial members of the Board of Trustees. The Declarant reserves the right to control and direct the Board of Trustees (including the making of all appointments thereto and removing any member thereof) until the earlier to occur of (i) the date that the Declarant surrenders its preferential voting rights in relation to Association pursuant to the terms and conditions set forth in the Declaration, or (ii) the expiration of the Development Period. At such time, those homebuyer/Members shall then have the right to appoint two (2) of five (5) members of the Board of Trustees and Declarant shall retain the right to control three (3) members of the Board of Trustees until it no longer owns any portion of the Property. Should the Declarant decide to relinquish control of the Board of Trustees prior to the expiration of the control period stated above, it may do so by causing all its members to resign by providing written notice to the Association.

Section 3.3. Removal. Any Trustee may be removed from the Board of Trustees, with or without cause, by an affirmative vote in excess of sixty-six percent (66%) of the voting rights of the membership of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board of Trustees and shall serve for the unexpired term of his predecessor. The provisions of this Section 3.3 shall not apply to members of the Board of Trustees appointed by the Declarant.

Section 3.4. Compensation. Members of the Board of Trustees shall serve without compensation. However, any Trustee may be reimbursed for his reasonable expenses incurred in the performance of his duties.

Section 3.5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE IV
NOMINATION AND ELECTION OF TRUSTEES

Section 4.1. Nomination. Nomination for election of any members of the Board of Trustees to be appointed by the Members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve

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from the time of appointment until the close of the next annual meeting, and such appointment shall be announced at the next regular Board meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 4.2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.3. Declarant Appointments. The provisions of this Article IV shall not apply to members of the Board of Trustees appointed by the Declarant.

ARTICLE V
MEETINGS OF TRUSTEES

Section 5.1. Regular Meetings. The Board of Trustees shall meet annually within ten (10) days after the annual meeting of Members and, in addition to the annual meeting, shall meet at regular meetings established as to time and place by resolution of the Board of Trustees. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 5.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association or by a majority vote of the Board of Trustees, after not less than three (3) days notice to each Trustee. Members of the Association shall not be entitled to attend such special meetings.

Section 5.3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

Section 5.4. Telephonic Meetings. The Trustees may participate in and act at any meeting of the Board of Trustees through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 6.1. Powers. The Board of Trustees shall have power to:

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(a) adopt and publish rules and regulations governing the use of the amenities, common areas and easements, the personal conduct of the Members, their family members, guests and invitees thereon, enforcement of the provisions contained in the Declaration and to establish and levy penalties and fees for the infraction thereof;

(b) suspend the voting rights and right to use of the common areas and common easements (except the right to ingress and egress to a Lot) by a Member, the Member's family members, guests and invites, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days beyond the cure of such a default;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declaration, these Bylaws and/or the laws of the State of Ohio which are not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

(e) enforce the provisions of the Declaration on behalf of the Association and to establish and levy such fees and penalties against any Member for non-payment of assessments, delinquent assessments or breach of any provision contained in the Declaration;

(f) cause all the common areas and common easements, and any improvements thereon, to be maintained;

(g) employ such independent contractors, managers, and other employees as the Board of Trustees deems appropriate, and to prescribe their duties; and

(h) procure and maintain adequate insurance for the Association as set forth in the Declaration.

Section 6.2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of Members who are entitled to vote;

(b) oversee all officers, managers, agents and employees of this Association;

(c) as more fully provided hereafter and in the Declaration, to:

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(1) fix the amount of the general assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days after fixing the amount of the general assessment; and

(3) foreclose a lien against any Lot for which assessments are not paid within sixty (60) days after the due date or bring an action at law against the owner personally obligated to pay the same, if the Board of Trustees deems foreclosure or other action necessary.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge not to exceed twenty-five dollars ($25.00) may be made by the Board of Trustees for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Officers. The officers of this Association shall be a President, who shall at all times be members of the Board of Trustees, a Secretary, and a Treasurer, and such other officers as the Board of Trustees may from time to time by resolution create.

Section 7.2. Election of Officers. While the Declarant retains all of the voting rights of the Association, the Declarant shall appoint the officers of the Association. After such time, the election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 7.3. Term. The officers of this Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year and until his or her successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Trustees may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to

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make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7.7. Multiple Offices. The same person may hold the office of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4 of this Article.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President - The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall act as chief executive officer.

(b) Secretary - The Secretary shall cause the record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; serve notice of meetings of the Board of Trustees and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Trustees. In addition, it shall be the duty of the Secretary to see that the Notice of Continued Existence for the Association is regularly filed with the Secretary of the State of Ohio, to guarantee that the corporate charter shall remain in good standing.

(c) Treasurer - The Treasurer shall receive and deposit in appropriate bank or savings and loan accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; keep proper books of accounts; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII
COMMITTEES

The Board of Trustees shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE IX
INDEMNIFICATION OF TRUSTEES AND OFFICERS

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The Association shall indemnify each person, and the heirs, legal representatives, executors, and administrators of such person, who is or was a Trustee or officer of this Association, or of any other corporation if serving as such at the request of this Association, against all costs and expenses reasonably incurred by him or her or imposed upon him or her in connection with or arising out of any claim, action, suit, proceeding, or investigation, civil, criminal, or administrative, of whatever nature, to which he or she is made or threatened to be made a party or in which he or she is necessarily involved, by reason of his being or having been a Trustee or officer of this Association or such other corporation (whether or not he continues to be a Trustee or officer at the time of incurring such expenses), or in connection with any negotiation or settlement thereof or appeal therein, except in relation to matters as to which he or she shall be finally adjudged liable for negligence or guilty of misconduct in the performance of his duties as such Trustee or officer, and provided that indemnification shall be made only if such Trustee or officer is determined in the manner hereinafter provided to have been acting in good faith in which he reasonably believed to be the best interests of the Association and, in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

There shall be included in such indemnification, together with all other costs and expenses, attorneys' fees and disbursements, judgments (other than amounts paid or required to be paid to the Association itself), fines, and penalties and amounts paid in settlement (other than amounts paid or agreed to be paid to the Association itself), provided that, in the case of amounts paid in settlement, the amount thereof shall have been approved by a judicial or administrative adjudication or by the disinterested Trustees or independent counsel, as hereinafter provided.

Entry of a judgment by consent as part of a settlement or, in the case of a criminal action, suit, or proceeding, the entering of a plea of nolo contendere, or its equivalent, shall not of itself be deemed an adjudication or determination that the person consenting to such judgment or entering such plea has been negligent or guilty of misconduct in the performance of his duties as such Trustee or officer, or that the action complained of was not taken in good faith in the reasonable belief that it was in the best interests of this Association, or that such person had reasonable cause to believe that his conduct was unlawful.

In the case of an adjudication in which the Trustee or officer involved is successful, he or she shall be entitled to indemnification as of right. In all other cases in which the Trustee or officer involved may be entitled to indemnification by reason of the provisions of this Article IX, indemnification shall be made only upon either (a) the determination in writing of a majority of the disinterested Trustees of the Association, where all of the disinterested Trustees constitute a majority of the whole Board of Trustees, that the Trustee or officer in question was not negligent or guilty of misconduct in the performance of his or her duties and that he or she was acting in good faith in what he or she reasonably believed to be the best interests of the Association and, in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his or her conduct was unlawful, or (b) if one-half or more of the members of the Board of Trustees of the Association are parties to the claim, action, suit, proceeding, or

investigation in question or for any other reason are not disinterested, a determination to the same effect as that set forth in the foregoing clause made by and set forth in a written advice of independent counsel, who may be the regular counsel of the Association, concurred in writing by a majority of the disinterested Trustees of the Association if there shall be any such. In making the foregoing determination, a disinterested Trustee shall be entitled to place conclusive reliance upon the written advice of such counsel. For purposes of this Article, a Trustee shall be considered disinterested unless he or she has, or at any time has had, an interest adverse to the Association in the claim, action, suit, proceeding, or investigation, or the subject matter or outcome thereof, in which event he or she shall not be considered disinterested. Anything in this Article to the contrary notwithstanding, if a judicial or administrative body determines as a part of the settlement of any claim, action, suit, proceeding, or investigation that the Association should indemnify a Trustee or officer for the amount of the settlement, the Association shall indemnify the Trustee or officer for the amount of the settlement in accordance with such determination.

Expenses incurred with respect to any claim, action, suit, proceeding, or investigation of the character described in this Article may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or officer to repay such amount if it is ultimately determined, under the procedure set forth in this Article, that he or she is not entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced exceed the indemnification to which he or she is entitled.

The foregoing right of indemnification shall not be exclusive of any other rights which any Trustee or officer may be or become entitled to by law or be lawfully granted by contract with the Association, by vote of the Members or otherwise.

In the discretion of the Board of Trustees, any other employee of the Association who is not a Trustee or officer thereof may be indemnified by the Association under the circumstances and to the extent that such indemnification of a Trustee or officer would be required or authorized under this Article.

ARTICLE X
MISCELLANEOUS

Section 10.1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 10.2. Fiscal Year. The fiscal year shall be the calendar year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Trustees should corporate practice subsequently dictate.

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Section 10.3. Execution of Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

Section 10.4. Amendments. These Bylaws and/or the Articles of Incorporation for the Association may be amended by a vote of at least seventy-five percent (75%) of the voting rights of the membership entitled to vote at a regular or special meeting of the Members.

Section 10.5. Definitions. Any capitalized terms used in these Bylaws that are not defined herein shall have the same meaning set forth in the Declaration.

Section 10.6. Conflict. In the case of any conflict between these Bylaws and the Articles of Incorporation or these Bylaws and the Declaration, the Declaration shall control.

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

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TRANSFER NOT NECESSARY
6/12/07
MARY H. GRESH, AUDITOR
BY

340270

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR KEYSTONE CROSSING SUBDIVISION

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR KEYSTONE CROSSING SUBDIVISION ("Declaration"), is made this 22nd day of May, 2007, by MARONDA HOMES, INC. OF OHIO, an Ohio corporation (hereinafter referred to as "Declarant"), with offices at 3811 Twin Creeks Drive, Columbus, Ohio 43204.

ARTICLE I - Declaration/Purpose

A. The Declarant is the owner of 16.466 Acres of real property located in the City of Marysville, Union County, Ohio, inclusive of Keystone Crossing Phase 1 being Lots 6023-6070, 6113-6116, and Reserve A, as the same are delineated upon the recorded plat thereof, of record in Plat Cabinet 5 Pages 227-228, in the Recorder's Office, Union County, Ohio (the "Property").

B. The Declarant, as such Owner of the above described Property in said plat, desires to restrict the use to or for which the said Lots may be put and to establish certain easements and assessments and lien rights therefore to advance the purposes set out herein.

C. In order to advance the purposes of this Declaration, the Keystone Crossing Homeowners' Association, Inc. ("Association"), an Ohio nonprofit corporation, has been established for the purpose of owning, operating, maintaining, and administering portions of Keystone Crossing Subdivision (the "Subdivision"), together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, Common Areas as dedicated from time to time by Declarant for the common use by the Owners of Lots within the Subdivision; and

D. The Association shall administer and enforce the provisions of this Declaration with the costs incurred by the Association in connection with the operation, administration, maintenance and repair, being an encumbrance upon those portions of the Subdivision which are benefited thereby (as set forth herein); and

E. Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto for each replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS.

NOW, THEREFORE, be it known that the Declarant, as Owner of the Property described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Property shall be held, sold, conveyed and occupied subject to the following covenants and

restrictions, assessments and assessment liens, and shall be subject to or benefited by, as the case may be, the licenses and easements described herein, which are for the purpose of preserving the certain Property for the common use of the owners within the Property and the improvements and amenities located thereon, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner (defined below), and the respective heirs, successors and assigns thereof, and the Association (defined below).

ARTICLE II - Definitions

As used herein, the following terms shall have the meanings set forth herein:

2.01 Articles. The Articles of Incorporation of the Keystone Crossing Homeowners' Association, Inc., an Ohio nonprofit corporation.

2.02 Assessments. Collectively, the Annual Assessments, Lot Assessments and Special Assessments.

2.03 Association. The Keystone Crossing Homeowners Association, Inc., an Ohio nonprofit corporation, and its successors and assigns.

2.04 Association Documents. This Declaration (as the same may be amended and/or supplemented from time to time) the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity ("Rules").

2.05 Board. The Board of Directors of the Association.

2.06 Builder. A person or entity (other than Declarant) who or which acquires title to any Lot or parcel for the purpose of construction of a residential dwelling thereon with the strict purpose of reselling the improved Lot to an Owner.

2.07 Code of Regulations. The Code of Regulations of the Association.

2.08 Common Area. The land, improvements or facilities controlled and/or owned by the Association devoted to the common use and enjoyment of the Owners, including without limitation, detention areas.

2.09 Common Expenses. Expenses incurred in maintaining the Common Area.

2.10 Declarant. Maronda Homes, Inc. of Ohio, an Ohio corporation, and any person or entity acquiring all of Declarant's then-remaining interests in the Property.

2.11 Declaration. This Declaration of Restrictive Covenants for Keystone Crossing Subdivision.

2.12 Lot. Each separate tract depicted, designated and shown upon any recorded subdivision Plat, or created by a Lot split of a tract depicted, designated and shown upon any recorded subdivision Plat, excepting, however, any tract described in the Declaration or subdivision Plat as Common Area.

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

2.14 Member. Every person or entity that holds membership in the Association.

2.15 Operating Expenses. The expenses of the Association for which all Members are liable.

2.16 Owner. The holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant and any Builder.

2.17 Plat. Each and every subdivision record plan of real estate as recorded in the plat records of Union County, Ohio which affects this Property.

2.18 Property. All land described in Article I (A) of this Declaration, together with all Improvements thereto.

ARTICLE III - Protective Covenants and Restrictions

3.01 Lots Use. No Lot shall be used except for residential purposes, except as provided herein. 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 (2 1/2) stories in height.

3.02 Architectural Control. Until such time as the Declarant no longer owns any Lots, no building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Declarant as to the quality of workmanship and materials, harmony of external design with structures in the subdivision, and location with respect to topography and finish grade elevation; provided, however, that the Declarant's approval shall not be construed to be a warranty by the

Declarant regarding the quality of workmanship, materials, suitability of materials and compliance with applicable zoning and building laws. If the Declarant shall fail to approve or disapprove any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the denial of the Declarant. Exterior paint and other siding material colors on any structure in the Property at all times shall be limited to neutral earth-tone colors. Following such time as the Declarant is no longer the owner of any Lots, the Board shall have the authority to adopt such rules, regulations and policies as are deemed appropriate with respect to the architectural controls with respect to any improvements on any Lot.

3.03 Building Location. No building shall be located on any Lot nearer to the Lot line than the minimum building front, rear and side lines as shown on the recorded Plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon any other Lot. No portion of any Lot nearer to any street than the building setbacks line shall be used for any purposes other than that of a lawn; provided, however, that decorative/landscaping walls (not more than 3 feet in height), or live shrubbery hedges (not more than 3 feet in height), shall be permitted on the minimum building setback lines as shown on the recorded Plat of Subdivision.

3.04 Quiet Enjoyment/Nuisance. No Owner or resident shall permit or suffer anything to be done or kept upon such Lot which will obstruct or interfere with the rights of quiet enjoyment of other Owners, residents or occupants, or annoy them by unreasonable noises or otherwise. No Owner shall commit or permit nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises, including zoning, building code, property maintenance and signage requirements, and shall remove all rubbish, trash and garbage from the Lot. No speakers, horns, whistles, bells, or other sound devices shall be located, used or placed on any Lot except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Picketing shall not be permitted on or near any Lot, either in person or through signage, banners or other forms of communication.

3.05 Temporary Structures. No structures of a temporary character, and no 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, other than those used by Declarant or its builder as a temporary construction trailer.

3.06 Animals. Except for domesticated household pets, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas. Any pet causing or creating a nuisance or unreasonable disturbance must be removed from the Lot within seven (7) days of the Owner's receipt of written notice from the Board, or the Owner will be subject to a fine, as determined by the Board. In addition, all pets must be on a leash and under the Owner's control when using Common Areas or going beyond the Owner's Lot. The Owner

shall be responsible for collecting and properly disposing of all waste created by the Owner's pet(s).

3.07 Signs. No sign of any kind shall be displayed to the public view on any Lot or within the public right-of-way or Common Areas, except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period, including signs used by the Declarant, its agent and assigns in the operation of a model home and/or sales office.

3.08 Waste Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste must be kept in sanitary containers and out of view of the general public. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.09 Miscellaneous Restrictions. The following structures and improvements shall not be permitted on any Lot in the subdivision:

a. Satellite dishes larger than one meter in diameter;
b. Solar panels;
c. Storage tanks, whether above or below-ground (except in conjunction with gas cooking grills);
d. Outdoor clotheslines;
e. Above-ground pools which require a filtration system or which are more than six feet (6') in diameter and eighteen inches (18") deep (excluding hot tubs or spas); and
f. Television or radio antennas.

3.10 Sight Distance of Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner Lot formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.11 Storing Vehicles. No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than seven (7) days in a condition wherein it is unable to be operated upon the public highway, after which time the vehicle shall be considered a nuisance to the welfare of the neighborhood and shall be removed immediately from the Lot at the Lot Owner's expense, and be subject to a fine, as determined by the Board. Similarly, no automobile or motor-driven vehicle that is in operable condition may be stored on the Lot in public view for a period of more than seven (7) days within a thirty (30) day period.

3.12 Boat, Trailer and Vehicle Parking Storage. No commercial truck, boat, trailer, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of, adjacent to, or on any Lot unless it is in a garage or other vehicle enclosure out of the view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, boat, trailer, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

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

3.13 Fences and Walls. The Owner shall be permitted to construct a fence on the Lot only if the fence (a) is no greater than four (4) feet in height, and (b) meets the style and material requirements approved by the Association. No stockade or chain link fences shall be permitted. Any fence constructed on the Lot shall, in no event, be located closer to the street than a line parallel to the street and extending from the rear corner of the home. Nothing herein shall be construed to permit a violation of any applicable law, ordinance or governmental regulation.

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

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

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

3.18 Hotel/Transient Uses: Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or

similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

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

3.20 Grading and Drainage. Without the prior written consent of the undersigned, no construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configuration.

3.21 Landscape Buffers. If landscape buffers are required on certain Lots by the City of Marysville, the Owners of such Lots shall maintain in good condition the landscape buffer zones so required.

3.22 Sheds. If the Owner desires to construct a shed or storage structure on the Lot, the Owner must first submit the plans for such shed to the Association and obtain the prior approval of the Board. If such shed or storage unit is permitted, the following conditions shall at all times apply:

a. The Owner shall be required to maintain the shed or storage structure in good condition and repair at all times;
b. The Owners shall install and maintain appropriate landscaping around the perimeter of the shed or storage structure, as instructed by the Board;
c. The shed or storage structure must be constructed of materials the same as or compatible with the materials used on the existing home on the Lot, as determined by the Board in its sole discretion, and must be painted or sided to match the existing home on the Lot;
d. The shed or storage unit may not be more than 12 feet wide and 16 feet in depth; and
e. The location of the shed or storage unit shall be in the rear yard of the Lot and, to the extent possible, not visible from the street.

3.23 Trampolines. If the Owner desires to maintain a trampoline on the Lot, the Owner must first submit such request to the Association and obtain the prior approval of the Board. In

no event shall trampolines be permitted in any front or side yard and shall be located in rear yards so as to be shielded from view of the street to the extent possible.

3.24 Maintenance of Lots and Buildings. No Lot or Improvement shall be permitted to become overgrown, unsightly or to fall into disrepair, and all residences and Improvements shall at all times be kept in good condition and repair, with lawns trimmed and weeds controlled, and Improvements adequately painted or otherwise finished in accordance with specifications established by the Board. In the event of damage or destruction to any Improvement on any Lots, the Owner shall cause such Improvement to be removed within ninety (90) days or repaired within a reasonable period of time not to exceed two hundred seventy (270) days, and the Improvement or land thereon restored to an orderly and attractive condition. Each Owner, for himself and his successors and assigns, hereby grants to Declarant and the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Board to carry out the intent of this provision and they further agree to reimburse Declarant or the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement (for itself or on behalf of Declarant, as the case may be) as a compliance assessment.

ARTICLE IV – Easements and Licenses

4.01 Easement of Access and Enjoyment Over Common Area. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Area, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Area affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Area which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

4.02 Right of Entry for Repair or Maintenance. The duly authorized agents, officers, contractors, and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Area or to repair of maintain any condition on any Lot which violates this Declaration, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

4.03 Easement for Utilities and Other Purposes. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the

flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Board or Declarant also may convey additional easements over the Common Area to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the 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 or withheld). Declarant shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Lot, or to any improvements thereon, Declarant shall be responsible for the restoration of such portions or improvements at Declarant's sole cost. The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his property to the detriment of adjoining properties, in violation of these covenants, any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

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

4.05 Dedication Rights. Declarant and/or the Association hereby specifically reserves the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements in part or in full.

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ARTICLE V - Association

5.01 Identification and Formation. The name of the Association is: the "Keystone Crossing Homeowners' Association, Inc." The Association has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

5.02 Membership. Every person or entity who is an Owner, Declarant or Builder shall be a Member of the Association. All memberships in the Association shall be appurtenant to and inseparable from the Lot owned by each Member and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed. Memberships in the Association shall not be assignable, except to the person or entity to which the title to the Lot has been transferred. The ownership of such Lot shall be the sole qualification for membership in the Association. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

5.03 Governance. The Association shall be governed by a Board of Directors, consisting of three (3) persons. Prior to the date that the Declarant elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Declarant, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six (6) months of the end of the year in which the Declarant ceases to own at least one Lot at the subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

5.04 Voting Rights. Voting Rights of Members shall be as provided in the Code of Regulations of the Association.

5.05 Transfer Fee. The Association may levy a reasonable transfer fee against new Owners and their Lots to reimburse the Association for the administrative cost of transferring the memberships to the new Owners on the records of the Association.

5.06 Relationship to above mentioned Lots. This Declaration applies to all land and all buildings within the description of property above.

5.07 Power; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in this Declaration, its Articles, Code of Regulations, and duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations.

5.08 Specific Powers. Among other things, the Association shall have the following specific powers:

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A. Enforce the provisions of this Declaration;

B. Acquire title, manage, maintain, repair and replace all Common Areas and facilities, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and facilities;

C. Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Common Areas and facilities and within platted easements across Lots;

D. Levy and collect assessments from the Owners of Lots and enforce payments of such assessments;

E. Pay all taxes and special assessments that would be a lien upon the Common Areas and facilities, and discharge any lien or encumbrance levied against the project or the Common Areas and facilities;

F. Pay for reconstruction of any portion of the Common Areas, improvements and facilities damaged or destroyed;

G. Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;

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

I. Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and

J. Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the Association's affairs and the carrying out to the Association's duties as set forth in this Declaration.

5.09 Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Declarant, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days' prior written notice. Part of the Manager's compensation may include an initial lot assessment, in an amount to be determined by the Board from time to time, which shall be in addition to any portion of the initial assessment otherwise charged by the Board, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

5.10 Delegation of Duties. In the event the Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm to act as manager, neither the Association, the Board, nor the Members shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

5.11 Insurance.

A. The Association shall obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all or any portion(s) of the Common Area in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

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

C. In the event of damage or destruction of any portion of the Common Area, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section 6.04 to cover the additional costs.

5.12 Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

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ARTICLE VI - Assessments

6.01 Operating Fund. The Board shall establish a Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Area.

6.02 Types of Assessments. The Declarant, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the initial assessment referred to in Section 5.09 above, and the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Area or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

6.03 Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund, as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Declarant may elect to pay the Annual Assessments applicable to Lots owned by Declarant or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

6.04 Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting.

6.05 Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the

Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

6.06 Remedies.

A. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge in an amount to be established from time to time by the Board.

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

C. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

D. Foreclosure of Lien for Assessments. The lien for any Assessment may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on

real property may be foreclosed in Ohio. In any such foreclosure, the Owner shall be required to pay all costs of foreclosure and expenses which shall be secured by the lien being foreclosed. The Association shall have the right and power to bid at the foreclosure sale or other legal sale to acquire the Lot foreclosed upon, and thereafter to hold, sell, lease, convey, use, encumber or otherwise deal with the same as the Owner thereof.

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

ARTICLE VII - Maintenance

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

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

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

7.04 Damage to Common Area By Owner or Occupant. If the Common Area is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Area adjacent to such Lot.

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ARTICLE VIII - Miscellaneous

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

8.02 Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity or both by the Declarant, by any Owner, by the Association, and by the City of Marysville ("City"), and their respective heirs, successors and assigns (each such party shall herein be referred to as an "Enforcing Party"), against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Enforcement of these restrictions by any Enforcing Party may proceed at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If any Enforcing Party prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall be also able to recover legal fees and expenses involved in such action or proceeding. In the event that the Association fails to adequately maintain the Common Areas, the City may, after giving written notice to the Association, undertake to maintain the Common Areas and shall have the right to levy and collect assessments from the Owners for each Owner's pro rata share of the expenses incurred by the City in performing all such maintenance. In addition, the duly authorized agents, officers, contractors, and employees of the Association (if formed) and/or the City shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration, to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Area or areas designated on the Plat as landscape buffers, conservation easements, reserve areas, detention or retention ponds and the like, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. BY ACCEPTING A DEED TO A LOT, EACH OWNER IS DEEMED TO WAIVE THE DEFENSES OF LATCHES AND STATUTE OF LIMITATION IN CONNECTION WITH THE ENFORCEMENT OF THIS DECLARATION OR THE RULES.

8.03 Amendments. Until the Turnover Date, (or until such time as Declarant no longer continues to own any Lots at the Property), Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with

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respect to the maintenance and improvement of the Property. After the Turnover Date, Declarant may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of 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 additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

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

8.05 Declarant's Rights to Replat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration, or

replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

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

A. any proposed amendment of this Declaration;

B. any proposed termination of the Association; and

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

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

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

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

8.09 Addition of Property. From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Property to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Property, and

after each subjection, such annexation property shall thereafter be included in the defined term Property as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Property to this Declaration.

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

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

WITNESS THE DUE EXECUTION HEREOF THE 22nd DAY OF MAY, 2007.

MARONDA HOMES, INC. OF OHIO
an Ohio corporation

By _____
John Oberlin
Vice President

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2007 JUN 12 AM 11:21
$168.00

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 22nd day of May, 2007, by John Oberlin, Vice President of Maronda Homes, Inc. of Ohio, an Ohio corporation, for and on behalf of said corporation.

KELLY J. BEATTY
Notary Public, State of Ohio
Pickaway County
My Commission Expires 8/22/10

Kelly J. Beatty
Notary Public

Prepared by: Maronda Homes, Inc. of Ohio

OR 738 PG 619

DETAILS OF PAYMENTS FOR BORROWERS

Provided in accordance with State of Ohio Sec.1322.063

JON GUILLIAMS
CHRISTIAN BENZEL

Your property taxes are escrowed – **YES** or **NO** (circle one)

Your regular monthly payment will be:

Principal	$_773.06
Taxes	$_168.00 (if yes to escrow above)
Homeowners Insurance	$_32.25___ (if yes to escrow above)
Flood Insurance	$_____(if yes to escrow above)
Private Mortgage Insurance	$_54.06
Total Monthly Payment	**$_1,027.37**

In addition to the above payment, you will pay HOA fees to the Homeowners Association of $_____ per month. (PUD or Condo)

Provided to Borrower(s) on __6-28-2007_____
(date – 24 hours prior to closing)

Delivered by _____
(attach any confirmations – fax or email receipts)

_____
Loan Officer