TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2009 JUN 16 PM 12:02
8000

AMENDMENT TO DEED RESTRICTIONS

359718

This Amendment to Deed Restrictions is executed this 13th day of May, 2009, by DOMINION HOMES, INC. ("Declarant").

RECITALS

WHEREAS, Declarant was the Grantor in those certain Special Warranty Deeds, recorded in the Union County Recorder's Office at (i) Official Record Volume 503, Page 344; (ii) Official Record Volume 601, Page 482 (which was re-recorded at Official Record Volume 602, Page 364); (iii) Official Record Volume 621, Page 753; (iv) Official Record Volume 652, Page 801; (v) Official Record Volume 664, Page 824; and (vi) Official Record Volume 718, Page 344; and

WHEREAS, the foregoing instruments were recorded for the purpose of imposing deed restrictions (the "Restrictions") on the properties described therein, specifically and to wit being Phase 1 Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of The Woods at Mill Valley North subdivision; and

WHEREAS, the Restrictions provide, among other things, for the mandatory obligation of all owners of lots in the Woods at Mill Valley North to be members of and pay annual assessments to, a homeowners' association formed for said subdivision; and

WHEREAS, since the time that the foregoing Restrictions were recorded, the plan for The Woods at Mill Valley North subdivision have changed, so as to provide for the possible future construction of a swimming pool and related community improvements to be used and enjoyed by the residents in said subdivision; and

WHEREAS, the Restrictions provide for an Annual Assessment, to be paid by each and every owner of a Lot in the subdivision, the amount of which is to be based on the projected annual expenditures of the Association in maintaining Common Property in the subdivision; and

WHEREAS, to date, and without the contemplation of a swimming pool and related improvements being expenses the Association would incur, the Lots in the subdivision were marketed and sold based upon a projected Annual Assessment amount which is less than the amount that will be necessary to cover the costs associated with operating and maintaining the swimming pool and related improvements, if the same are constructed; and

WHEREAS, Declarant as the Developer of The Woods at Mill Valley North believes it to be fair and appropriate that if the swimming pool and related improvements are constructed, the purchasers of Lots who acquired their Lots prior to the change in plans (and the resulting Annual Assessment modification) for the subdivision, should have the right to elect to pay an increased Annual Assessment amount (and obtain the right to utilize the pool and related improvements) or to continue to pay the lower Annual Assessment (and not have the right to utilize the pool and related improvements); and

WHEREAS, pursuant to Article X, Section C of each Special Warranty Deed described herein above, Declarant reserved the right to itself to amend the Restrictions, and by such an Amendment, to "impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth" in the Restrictions as originally drafted and recorded, "including, without limitation,, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property."; and

WHEREAS, Declarant desires to Amend the Restrictions to provide for the assessment and collection of Annual Assessments on terms and in amounts appropriate for the planned ownership, operation and maintenance by the Association of the potential pool and related improvements,

NOW, THEREFORE, Declarant does hereby Amend the Restrictions as contained in instruments recorded at (i) Official Record Volume 503, Page 344; (ii) Official Record Volume 601, Page 482 (which was re-recorded at Official Record Volume 602, Page 364); (iii) Official Record Volume 621, Page 753; (iv) Official Record Volume 652, Page 801; (v) Official Record Volume 664, Page 824; and (vi) Official Record Volume 718, Page 344, as follows:

1. Article V of each Special Warranty Deed is hereby amended by re-numbering the existing Section C thereof as "C-1," and by the insertion after the said "C-1" of new Sections C-2(A), C-2(B) and C-3, which read in their entirety as follows:

"C. 2. Recreational Improvements Assessment.

A. The Declarant may (but is not obligated to) construct on a portion of the Property or in a future section of The Woods at Mill Valley North, recreational improvements. Such improvements may include a swimming pool, putting green, athletic fields and/or hard surface courts, and/or other athletic or active use common areas including some or all of the foregoing or other facilities, for the benefit of the Owners of Lots in The Woods at Mill Valley North. The Association may condition the right to use and enjoy any and all parts of any such improvements, upon the payment of an increased Annual Assessment (the "Increased Annual Assessment"). The payment of the Increased Annual Assessment shall be mandatory as to all Lots in all Phases, Parts and Sections of The Woods at Mill Valley North platted after the date hereof, and as to all Lots in any previously platted Phase, Part and/or Section of The Woods at Mill Valley North, title to which is first conveyed to an Owner for residential occupancy on or after August 1, 2009. Any Owner of a Lot, title to which was transferred to an Owner for residential occupancy prior to August 1, 2009, shall have the right to elect to subject such Lot to the Increased Annual Assessment, or to continue to pay an Annual Assessment amount calculated without including the costs to the Association of owning, maintaining and operating the pool and related improvements, PROVIDED HOWEVER that only Owners who elect to subject their Lots to the Increased Annual Assessment shall have the right to use the pool and related improvements. An election to subject a Lot to the Increased Annual Assessment shall be

OR828 PG456

made by executing and delivering to Declarant (or to the Association after the Turnover Date), the Election Form attached hereto as Exhibit A. Once the election is made to subject a Lot to the Increased Annual Assessment, such election shall constitute a continuing and irrevocable obligation on the Owner (including future Owners) of such Lot, to pay the Increased Annual Assessment. Each Election Form shall be recorded in the Union County Official Records at the expense of the Association.

B. The portion of the Increased Annual Assessment collected prior to the actual construction and opening of the recreational facilities described herein, that is allocated specifically for maintaining and operating the pool and/or any putting green, athletic fields, hard surface courts, and/or other athletic or active use common areas as described in Section 2(A) above, shall be maintained in an account or accounts separate and apart from all other Assessments and shall in no event be comingled with other Assessments. Once any such recreational facilities are constructed and open for use by the residents, the budgeted, allocated and collected dollars relative thereto shall be part of the Association's annual operating account, used to pay the expenses associated therewith.

3. Declarant shall have the right prior to the Turnover Date, and the Association shall have the right thereafter, to adopt rules and procedures for the use, occupancy, maintenance and operation of any pool and/or other recreational facilities and related improvements, including the right to make such facilities available for use by persons other than Owners of Lots in The Woods at Mill Valley North, provided that such other persons may only be approved for such use upon the payment thereby of a use fee in an amount to be determined by Declarant and/or the Association. No election by Declarant or by the Association to all non-Owners to use the pool and/or other improvements at any time shall constitute a continuing license or right of use, other than for the time period specified in such policies and procedures as are adopted thereby, which in no case shall exceed one (1) calendar year at a time."

2. Except as specifically amended hereby and subject to prior amendments, the Deed Restrictions as contained in the Special Warranty Deeds described herein are hereby expressly ratified as originally drafted and recorded.

WHEREFORE, the Declarant has caused this Amendment to Deed Restrictions to be executed, this 13th day of May, 2009.

DOMINION HOMES, INC.

BY: _____
V.P. of Land Development

ACKNOWLEDGEMENT

STATE OF OHIO :
: ss
COUNTY OF FRANKLIN :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by Matthew J. Callahan, personally known to me (or who produced sufficient proof of identity) to be the V.P. of Land Development of Dominion Homes, Inc., the Declarant herein, on behalf of the Declarant.

NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO

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

This Instrument Prepared by David A. Dye, Esq., BAILEY CAVALIERI LLC, 10 W. Broad Street, Suite 2100, Columbus, Ohio 43215

EXHIBIT A

ELECTION TO SUBJECT LOT TO INCREASED ANNUAL ASSESSMENT

Undersigned _____, being all of the Owners of the real property (the "Property") located at _____ _____ (street address), also being known as Lot _____ of Phase ____ Part ___ of The Woods of Mill Valley North subdivision, do hereby elect to subject said Lot to the obligation to pay the Increased Annual Assessment, as the same is defined and described in that certain Amendment to Deed Restrictions recorded at Official Record Volume _____, Page _____, of the Union County Recorder's Office on _____, 200___. By the execution and recording hereof, the above-described property is and shall be subject to the continuing and irrevocable obligation to pay the Increased Annual Assessment amount, and the Owners of said property shall have the right, upon the payment of such Increased Annual Assessment, to use the swimming pool and other common facility improvements in The Woods at Mill Valley North, subject to the rules, regulations and procedures adopted from time to time by the Association for such use. This Election constitutes a covenant running with the land, effective as to the undersigned, each of them if more than one, and all of their successors in title to the ownership of the Property.

_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name

Acknowledgements on Next Page

OR 828 PG 459

ACKNOWLEDGEMENTS

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

This Instrument Prepared by David A. Dye, Esq., BAILEY CAVALIERI LLC, 10 W. Broad Street, Suite 2100, Columbus, Ohio 43215

April 9, 2014

Dear Homeowner,

We would like to clarify some of the communication within the community regarding the pool in Mill Valley North. As mentioned before, the harsh winter weather conditions have resulted in delayed commencement of the pool construction. However, you may have noticed the ground has been broken as the beginning of the pool and recreation facility site, just north of Creekview Drive. Please see the map included with this letter for your reference.

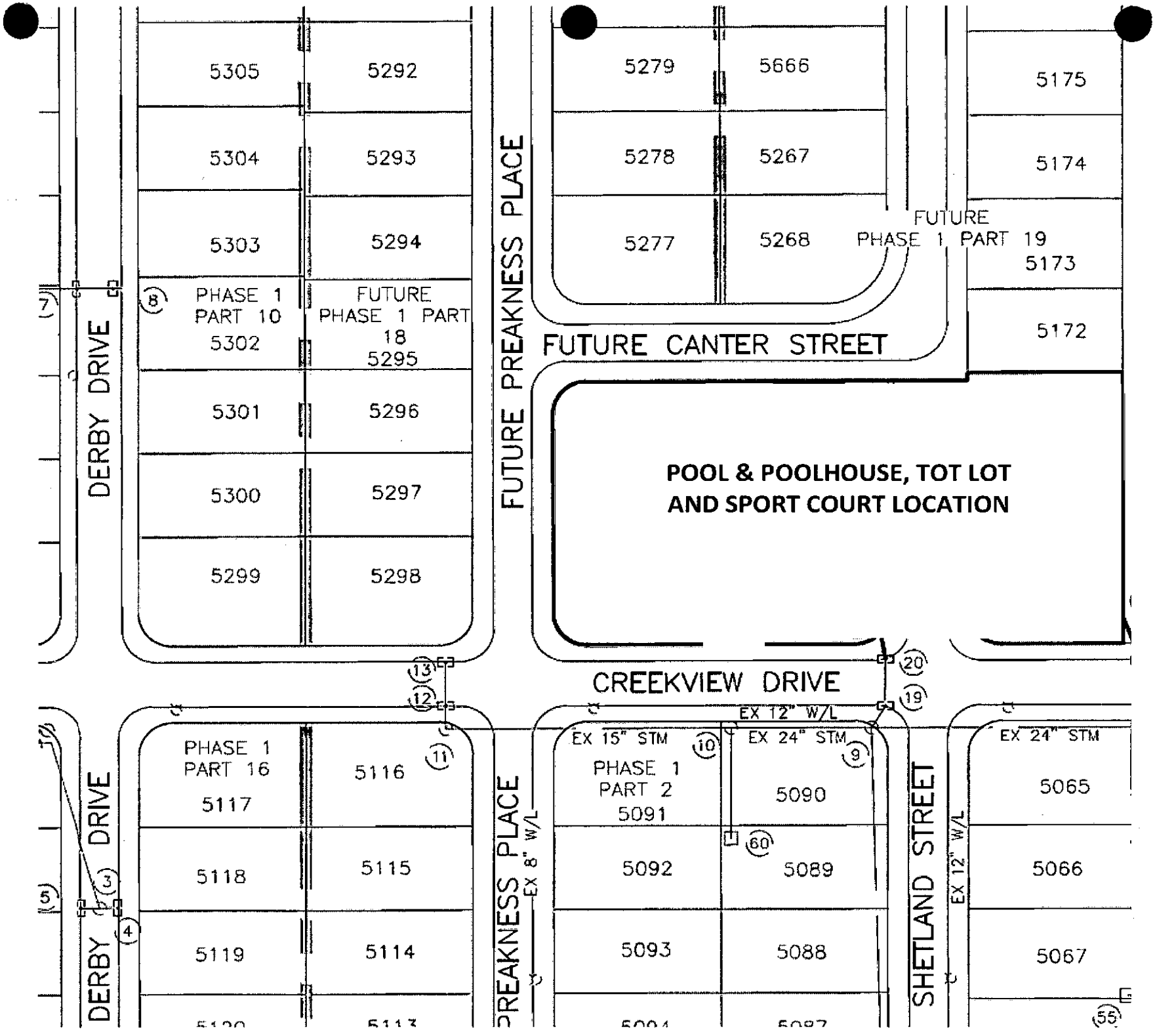
According to the Amendment to the Deed Restrictions on May 13, 2009, homeowners who live in homes that were closed after August 1, 2009 are automatically part of the pool and recreation facilities. For those homeowners who live in homes that were closed on or before August 1, 2009, they will have the option to opt in to the pool and recreation facilities, or choose to opt out and not be a part of the facilities.

If your home falls into the category of having transferred from Dominion to you or the original owner on or before August 1, 2009, you will receive a second communication that will contain an Exhibit for you to make the decision on your home's participation in the pool. Once a parcel opts in or out of the pool, this decision will permanently stay with the home.

If you have any further questions or would like copies of the Amendment, please contact Borror Properties at (614) 356-5656 or solutions@borrorproperties.com. We are excited to work with you throughout the entire pool process and hope to make this as smooth as possible.

Thank you,

Your Team at Borror Properties


5305
5292
5304
5293
5303
5294
PHASE 1
PART 10
5302
FUTURE
PHASE 1 PART
18
5295
5301
5296
5300
5297
5299
5298
DERBY DRIVE
FUTURE PREAKNESS PLACE
5279
5666
5278
5267
5277
5268
FUTURE
PHASE 1 PART 19
5173
5175
5174
5172
FUTURE CANTER STREET
POOL & POOLHOUSE, TOT LOT
AND SPORT COURT LOCATION
CREEKVIEW DRIVE
EX 12" W/L
EX 15" STM
EX 24" STM
EX 24" STM
PHASE 1
PART 16
5117
5116
5118
5115
5119
5114
PHASE 1
PART 2
5091
5090
5092
5089
5093
5088
5065
5066
5067
DERBY DRIVE
PREAKNESS PLACE
EX 8" W/L
SHETLAND STREET
EX 12" W/L

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2009 JUN 16 PM 12:02
800

AMENDMENT TO DEED RESTRICTIONS

359718

This Amendment to Deed Restrictions is executed this 13th day of May, 2009, by DOMINION HOMES, INC. ("Declarant").

RECITALS

WHEREAS, Declarant was the Grantor in those certain Special Warranty Deeds, recorded in the Union County Recorder's Office at (i) Official Record Volume 503, Page 344; (ii) Official Record Volume 601, Page 482 (which was re-recorded at Official Record Volume 602, Page 364); (iii) Official Record Volume 621, Page 753; (iv) Official Record Volume 652, Page 801; (v) Official Record Volume 664, Page 824; and (vi) Official Record Volume 718, Page 344; and

WHEREAS, the foregoing instruments were recorded for the purpose of imposing deed restrictions (the "Restrictions") on the properties described therein, specifically and to wit being Phase 1 Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of The Woods at Mill Valley North subdivision; and

WHEREAS, the Restrictions provide, among other things, for the mandatory obligation of all owners of lots in the Woods at Mill Valley North to be members of and pay annual assessments to, a homeowners' association formed for said subdivision; and

WHEREAS, since the time that the foregoing Restrictions were recorded, the plan for The Woods at Mill Valley North subdivision have changed, so as to provide for the possible future construction of a swimming pool and related community improvements to be used and enjoyed by the residents in said subdivision; and

WHEREAS, the Restrictions provide for an Annual Assessment, to be paid by each and every owner of a Lot in the subdivision, the amount of which is to be based on the projected annual expenditures of the Association in maintaining Common Property in the subdivision; and

WHEREAS, to date, and without the contemplation of a swimming pool and related improvements being expenses the Association would incur, the Lots in the subdivision were marketed and sold based upon a projected Annual Assessment amount which is less than the amount that will be necessary to cover the costs associated with operating and maintaining the swimming pool and related improvements, if the same are constructed; and

WHEREAS, Declarant as the Developer of The Woods at Mill Valley North believes it to be fair and appropriate that if the swimming pool and related improvements are constructed, the purchasers of Lots who acquired their Lots prior to the change in plans (and the resulting Annual Assessment modification) for the subdivision, should have the right to elect to pay an increased Annual Assessment amount (and obtain the right to utilize the pool and related improvements) or to continue to pay the lower Annual Assessment (and not have the right to utilize the pool and related improvements); and

WHEREAS, pursuant to Article X, Section C of each Special Warranty Deed described herein above, Declarant reserved the right to itself to amend the Restrictions, and by such an Amendment, to "impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth" in the Restrictions as originally drafted and recorded, "including, without limitation,, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property."; and

WHEREAS, Declarant desires to Amend the Restrictions to provide for the assessment and collection of Annual Assessments on terms and in amounts appropriate for the planned ownership, operation and maintenance by the Association of the potential pool and related improvements,

NOW, THEREFORE, Declarant does hereby Amend the Restrictions as contained in instruments recorded at (i) Official Record Volume 503, Page 344; (ii) Official Record Volume 601, Page 482 (which was re-recorded at Official Record Volume 602, Page 364); (iii) Official Record Volume 621, Page 753; (iv) Official Record Volume 652, Page 801; (v) Official Record Volume 664, Page 824; and (vi) Official Record Volume 718, Page 344, as follows:

1. Article V of each Special Warranty Deed is hereby amended by re-numbering the existing Section C thereof as "C-1," and by the insertion after the said "C-1" of new Sections C-2(A), C-2(B) and C-3, which read in their entirety as follows:

"C. 2. Recreational Improvements Assessment.

A. The Declarant may (but is not obligated to) construct on a portion of the Property or in a future section of The Woods at Mill Valley North, recreational improvements. Such improvements may include a swimming pool, putting green, athletic fields and/or hard surface courts, and/or other athletic or active use common areas including some or all of the foregoing or other facilities, for the benefit of the Owners of Lots in The Woods at Mill Valley North. The Association may condition the right to use and enjoy any and all parts of any such improvements, upon the payment of an increased Annual Assessment (the "Increased Annual Assessment"). The payment of the Increased Annual Assessment shall be mandatory as to all Lots in all Phases, Parts and Sections of The Woods at Mill Valley North platted after the date hereof, and as to all Lots in any previously platted Phase, Part and/or Section of The Woods at Mill Valley North, title to which is first conveyed to an Owner for residential occupancy on or after August 1, 2009. Any Owner of a Lot, title to which was transferred to an Owner for residential occupancy prior to August 1, 2009, shall have the right to elect to subject such Lot to the Increased Annual Assessment, or to continue to pay an Annual Assessment amount calculated without including the costs to the Association of owning, maintaining and operating the pool and related improvements, PROVIDED HOWEVER that only Owners who elect to subject their Lots to the Increased Annual Assessment shall have the right to use the pool and related improvements. An election to subject a Lot to the Increased Annual Assessment shall be

Aug After 2009

Prior to Aug 2009

2nd or 3rd conveyed? they have the right to choose

Decision is forever + always

OR 828 PG 456

made by executing and delivering to Declarant (or to the Association after the Turnover Date), the Election Form attached hereto as Exhibit A. Once the election is made to subject a Lot to the Increased Annual Assessment, such election shall constitute a continuing and irrevocable obligation on the Owner (including future Owners) of such Lot, to pay the Increased Annual Assessment. Each Election Form shall be recorded in the Union County Official Records at the expense of the Association.

B. The portion of the Increased Annual Assessment collected prior to the actual construction and opening of the recreational facilities described herein, that is allocated specifically for maintaining and operating the pool and/or any putting green, athletic fields, hard surface courts, and/or other athletic or active use common areas as described in Section 2(A) above, shall be maintained in an account or accounts separate and apart from all other Assessments and shall in no event be comingled with other Assessments. Once any such recreational facilities are constructed and open for use by the residents, the budgeted, allocated and collected dollars relative thereto shall be part of the Association's annual operating account, used to pay the expenses associated therewith.

3. Declarant shall have the right prior to the Turnover Date, and the Association shall have the right thereafter, to adopt rules and procedures for the use, occupancy, maintenance and operation of any pool and/or other recreational facilities and related improvements, including the right to make such facilities available for use by persons other than Owners of Lots in The Woods at Mill Valley North, provided that such other persons may only be approved for such use upon the payment thereby of a use fee in an amount to be determined by Declarant and/or the Association. No election by Declarant or by the Association to all non-Owners to use the pool and/or other improvements at any time shall constitute a continuing license or right of use, other than for the time period specified in such policies and procedures as are adopted thereby, which in no case shall exceed one (1) calendar year at a time."

2. Except as specifically amended hereby and subject to prior amendments, the Deed Restrictions as contained in the Special Warranty Deeds described herein are hereby expressly ratified as originally drafted and recorded.

WHEREFORE, the Declarant has caused this Amendment to Deed Restrictions to be executed, this 13th day of May, 2009.

DOMINION HOMES, INC.

BY: [signature] V.P. of Land Development

revise form

EXHIBIT A

ELECTION TO SUBJECT LOT TO INCREASED ANNUAL ASSESSMENT

Undersigned _____, being all of the Owners of the real property (the "Property") located at _____ _____ (street address), also being known as Lot _____ of Phase ____ Part ___ of The Woods of Mill Valley North subdivision, do hereby elect to subject said Lot to the obligation to pay the Increased Annual Assessment, as the same is defined and described in that certain Amendment to Deed Restrictions recorded at Official Record Volume _____, Page _____, of the Union County Recorder's Office on _____, 200___. By the execution and recording hereof, the above-described property is and shall be subject to the continuing and irrevocable obligation to pay the Increased Annual Assessment amount, and the Owners of said property shall have the right, upon the payment of such Increased Annual Assessment, to use the swimming pool and other common facility improvements in The Woods at Mill Valley North, subject to the rules, regulations and procedures adopted from time to time by the Association for such use. This Election constitutes a covenant running with the land, effective as to the undersigned, each of them if more than one, and all of their successors in title to the ownership of the Property.

_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name

Acknowledgements on Next Page

OR828 PG459

ACKNOWLEDGEMENTS

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

STATE OF OHIO :
: ss
COUNTY OF _____ :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by _____, personally known to me (or who produced sufficient proof of identity), who acknowledged the signing hereof to be his/her free act and deed.

_____
NOTARY PUBLIC

This Instrument Prepared by David A. Dye, Esq., BAILEY CAVALIERI LLC, 10 W. Broad Street, Suite 2100, Columbus, Ohio 43215

325224

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, DOMINION HOMES, INC., an Ohio corporation ("**Grantor**"), filed Special Warranty Deeds of record in Official Record 601/Page 482 (rerecorded in Official Record 602/Page 364); Official Record 621/Page 753; and Official Record 652/Page 801; all of the Recorder's Office of Union County, Ohio (collectively, the "**Special Warranty Deeds**");

WHEREAS, the Special Warranty Deeds set forth certain restrictive covenants, conditions, obligations and assessments as encumbrances (collectively, the "**Deed Restrictions**") on the following described lots situated in the residential community known as Woods at Mill Valley North (a.k.a. Mill Valley North) and more specifically described on the attached Exhibit A ;

WHEREAS, the incorrect Deed Restrictions were inadvertently included in the Special Warranty Deeds;

WHEREAS, Article X, Miscellaneous, Section C of the Deed Restrictions provides that prior to the Turnover Date (as such term is defined in the Deed Restrictions), Grantor shall have the unilateral right to amend the Deed Restrictions;

WHEREAS, the Turnover Date has not yet occurred; and

WHEREAS, Grantor now desires to replace the Deed Restrictions with those restrictions attached hereto as Exhibit B, in order for lots described in Exhibit A (being the lots contained in Woods at Mill Valley North Phase 1, Part 4; Phase 1, Part 5; Phase 1, Part 6; Phase 1, Part 9; and Phase 1, Part 10) to be encumbered with the same restrictions as those encumbering the lots referenced in the Special Warranty Deed of record in Official Record 503/Page 344 of the Recorder's Office of Union County, Ohio (being the lots contained in Woods at Mill Valley North Phase 1, Part 1; Phase 1, Part 2; and Phase 1, Part 3).

NOW THEREFORE, the Deed Restrictions are hereby deleted in their entirety and replaced with the deed restrictions attached hereto.

Except as modified herein, the Deed Restrictions shall remain in full force and effect. This instrument is executed as of 31st day of January, 2006.

DOMINION HOMES, INC.,
an Ohio corporation

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

OR664 PG824

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, this 31st day of January, 2006, by Joseph A. Sugar III, Vice President-Land Acquisition of Dominion Homes, Inc., an Ohio corporation, on behalf of said corporation.

Notary Public

NOTARIAL SEAL STATE OF OHIO

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

This Instrument Prepared By:
T.A. Ward II, Esq.
DOMINION HOMES, INC.
5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016

TRANSFER NOT NECESSARY
Mary H Snider
MARY H. SNIDER, Auditor
BY Sek 2/10/06

OR 664 PG 825

Exhibit A

Parcel 1:

Situated in the State of Ohio, County of Union, City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Five Hundred Twenty-seven (5527) through Five Thousand Five Hundred Thirty-four (5534), inclusive, and Five Thousand Five Hundred Sixty-one (5561) through Five Thousand Five Hundred Ninety-five (5595), inclusive, of THE WOODS AT MILL VALLEY NORTH, PHASE 1, PART 4, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 5, pages 85 and 86, Recorder's Office, Union County, Ohio.

Parcel 2:

Situated in the State of Ohio, County of Union, City of Marysville, and being more particularly described as follows:

Being Lot Numbers Four Thousand Eight Hundred Seventy-two (4872) through Four Thousand Eight Hundred Seventy-six (4876), inclusive, Four Thousand Nine Hundred Ninety-five (4995) through Five Thousand Two (5002), inclusive, Five Thousand Six (5006) through Five Thousand Fourteen (5014), inclusive, and Five Thousand Seventeen (5017) through Five Thousand Twenty-four (5024), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE 1, PART 5, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 5, pages 100 and 101, Recorder's Office, Union County, Ohio.

Parcel 3:

Situated in the State of Ohio, County of Union, City of Marysville, and being more particularly described as follows:

Being Lot Numbers Four Thousand Eight Hundred Seventy-seven (4877) through Four Thousand Eight Hundred Eighty-nine (4889), inclusive, Four Thousand Nine Hundred Seventeen (4917) through Four Thousand Nine Hundred Twenty-three (4923), inclusive, Four Thousand Nine Hundred Fifty-two (4952), Four Thousand Nine Hundred Sixty-eight (4968) through Four Thousand Nine Hundred Seventy-five (4975), inclusive, Four Thousand Nine Hundred Seventy-eight (4978) through Four Thousand Nine Hundred Ninety-two (4992), inclusive, and Five Thousand Three (5003) through Five Thousand Five (5005), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE 1, PART 6, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 5, pages 138 and 139, Recorder's Office, Union County, Ohio.

Parcel 4:

Situated in the State of Ohio, County of Union, Township of Paris and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Three Hundred Twenty-five (5325) through Five Thousand Three Hundred Sixty-eight (5368), inclusive, of THE WOODS AT MILL VALLEY NORTH, PHASE 1, PART 9, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, page 182, Recorder's Office, Union County, Ohio.

Parcel 5:

Situated in the State of Ohio, County of Union, Township of Paris and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Two Hundred Ninety-nine (5299) through Five Thousand Three Hundred Twenty-four (5324), inclusive, Five Thousand Three Hundred Seventy-six (5376) through Five Thousand Four Hundred Three (5403), inclusive, and Five Thousand Four Hundred Seventy-nine (5479), Five Thousand Four Hundred Eighty (5480) and Five Thousand Five Hundred Two (5502), of THE WOODS AT MILL VALLEY NORTH, PHASE 1, PART 10, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, pages 180 and 181, Recorder's Office, Union County, Ohio.

ACKNOWLEDGEMENT

STATE OF OHIO :
: ss
COUNTY OF FRANKLIN :

Sworn to and subscribed before me, a Notary Public in and for said County and State, by Matthew J. Callahan, personally known to me (or who produced sufficient proof of identity) to be the V.P. of Land Development of Dominion Homes, Inc., the Declarant herein, on behalf of the Declarant.

Aimee Etterling
NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO

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

This Instrument Prepared by David A. Dye, Esq., BAILEY CAVALIERI LLC, 10 W. Broad Street, Suite 2100, Columbus, Ohio 43215

EXHIBIT B

COPY

SPECIAL WARRANTY DEED

293735

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor herein, for the consideration of Ten Dollars ($10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5501 Frantz Road, Dublin, Ohio 43017, does, this 6th day of October, 2003, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

ALLIANCE TITLE BOX

Parcel I:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows: VMS 5138

Being Lot Numbers Four Thousand Nine Hundred Ninety-three (4993), Four Thousand Nine Hundred Ninety-four (4994), Five Thousand Fifteen (5015), Five Thousand Sixteen (5016) and Five Thousand Twenty-five (5025) through Five Thousand Sixty-four (5064), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE I, PART I, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, slides 45 and 46, Recorder's Office, Union County, Ohio.

Parcel II:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows: VMS 5138

Being Lot Numbers Four Thousand Nine Hundred Fifty-three (4953) through Four Thousand Nine Hundred Fifty-five (4955), inclusive, Four Thousand Nine Hundred Seventy-six (4976), Four Thousand Nine Hundred Seventy-seven (4977), and Five Thousand Sixty-five (5065) through Five Thousand One Hundred Sixteen (5116), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE I, PART 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, slides 50 and 51, Recorder's Office, Union County, Ohio.

Parcel III:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows: VMS 5138

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Being Lot Numbers Five Thousand Five Hundred Thirty-five (5535) through Five Thousand Five Hundred Sixty (5560), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE I, PART 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, slides 73 and 74, Recorder's Office, Union County, Ohio.

Prior Instrument Reference: O. R. 184, page 793, O. R. 259, page 75, and Official Record 289, page 659, Recorder's Office, Union County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called

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"Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots.

It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – Mill Valley North Association, Inc., an Ohio non-profit corporation to be formed by Grantor before the Turnover Date, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" -- an area located in Reserve "A" of Phase 1, Part 1.

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I. "Grantor" -- Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" – all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the Owner or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Section IV(F) of the Restrictions.

N. "Member" – any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" – the premises described on page one, such additional property as may be annexed by amendment to these Restrictions, other sections of the Subdivision that have been or will in the future be developed by Grantor and subjected to these Restrictions, or property that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" – the fund that may be established pursuant to Article V.

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R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" – an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" – the State of Ohio.

U. "Subdivision" -- the community to be developed on the Property, commonly known as "Woods at Mill Valley North."

V. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the Subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D. Establishment of requirements for the development and use of the Property.

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, 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 or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more

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persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entrance feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (1) reasonable monetary fines which shall be considered Lot Assessments;

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(2) suspension of the right to vote as a Member of the Association; and (3) suspension of the right to use the Common Property or any part of the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner as set forth in Section V(F), and shall be included as a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts or omissions by or on behalf of the Association or otherwise.

2. The Association may, in the Board's discretion, obtain and maintain the following 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 trustees' liability insurance to fund the obligations of the Association under Section X(D), (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, 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 Board may levy a Special Assessment pursuant to Section V(D) to cover the additional costs.

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H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.

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

V. ASSESSMENTS

A. Reserve Fund. The Board, at is discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in Section V(C), the Grantor, 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 following assessments: (1) Annual Assessments; (2) Special Assessments; and (3) 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 Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, and the ownership and operation of the Common Property (which may include amounts, if any, for the 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 Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary: (1) prior to January 1, 2004, in no event shall the Annual Assessments for each Lot exceed $75.00; and (2) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

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D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. 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), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other 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, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars ($25.00).

2. 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 on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, 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 therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

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3. 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 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of the unpaid portion of the Assessment. 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 years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. 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, that is recorded before the recording of a certificate of lien by the Association.

4. Vote on Association Matters; Use of Common Property. 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 Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her 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 Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

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C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and said Lot remains in disrepair for a period of 30 days after notification by the Grantor or the Association to said Owner, 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 Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, 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.

D. Damage to Common Property By Owner or Occupant. If the Common Property 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 Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

B. Modifications. Except as otherwise provided in these Restrictions, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any permanent recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the

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nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor, its members and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes; provided, however, that the foregoing shall not prohibit the operation of builders' model homes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the Subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by builders for construction management and related uses during the construction of homes within the Property.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the

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provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) marketing signs installed by the Grantor and its members while marketing the Lots and residences for sale; (2) street and identification signs installed by the Association or the Grantor; and (3) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. Neither open storage nor storage buildings, barns or sheds of any kind shall be permitted on any Lot. This section shall not apply to any storage as may be necessary or appropriate during the construction of residences on the Lots.

I. 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 these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to

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levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior or unenclosed storage of tools or materials (except no more that two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

K. Trash. Except for the reasonably necessary activities of the Grantor or its members during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, and screened from view.

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

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

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N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

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

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Design Review Board.

R. Fencing. No fence or wall shall be constructed or placed on any Lot, except as provided in Section VIII(S) below; provided, however, that ornamental fences that do not exceed three (3) feet in height and are integrated with a landscape design shall be permitted with approval of the Design Review Board. Any fencing installed by Grantor or the Association on any Common Property or within the Entrance Feature Area shall not be subject to the provisions of this Section VIII(R) and Grantor or the Association shall have the right to maintain or replace such fencing.

S. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Section VIII(S) shall not be intended to prohibit the installation of a hot tub or sauna. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence of a height greater than provided for under Section VIII(R) above, then such higher fence shall be permitted notwithstanding any provision of said Section VIII(R) to the contrary, provided such higher fence shall be subject to prior written approval of the Design Review Board as to design and location on the Lot. All other restrictions set forth in Section VIII(R), including but not limited to construction and construction material, setbacks and repair and maintenance shall extend to any fencing around in-ground pool areas.

T. Alteration of Grade. Without the prior written consent of Grantor, 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.

COPY

U. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the Subdivision: (1) outdoor clotheslines; (2) window air conditioning units on any window facing the street; and (3) metal swings or play sets.

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, 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 these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

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

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

D. 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 Property to perform their duties.

COPY

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

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

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, without the consent of any other Owners, if such amendment is: (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (3) necessary to conform to the requirements of United States Federal Housing Administration, or (4) 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 Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor 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 these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor 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 Grantor, to reflect and address the different character or intended development of any such additional property.

COPY

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (2/3) of the voting power of all Owners in the Association, provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Union County, Ohio.

D. Grantor's Rights to Complete Development. Grantor, and the members of Grantor, shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Grantor; (3) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor 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 these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

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

1. Any proposed amendment of these Restrictions;

2. Any proposed termination of the Association; and

3. Any default under these Restrictions 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.

COPY

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

F. Indemnification. The Association shall indemnify every officer and 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 officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees 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 officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such 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 officer or trustee, or former officer or trustee, may be entitled.

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

H. Enforcement; Waiver. Failure of the Grantor, any member of Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

J. 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.

COPY

IN TESTIMONY WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed and acknowledged before me this 6th day of October, 2003, by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

Patty G. Crocker
Notary Public

This Instrument Prepared By:
Grantor

NOTARIAL SEAL STATE OF OHIO

PATTY G. CROCKER
Notary Public, State of Ohio
My Commission Expires
Feb. 26, 2005

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2006 FEB 10 AM 10: 22
220.00

BETHEL L. TEMPLE
RECORDER, UNION CO., OHIO
2003 NOV 12 AM 10: 07
172.00

TRANSFERRED

NOV 10 2003

MARY M. SHERMAN, AUDITOR
This Conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.
FEE $ _____
EXEMPT X rmA

OR 503 PG 363

OR 664 PG 847

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

2011 MAR -9 PM 3:29
$152.00

375886

CODE OF REGULATIONS (BYLAWS)
OF
MILL VALLEY NORTH ASSOCIATION, INC.

(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF CHAPTER 5312 OF THE OHIO REVISED CODE)

BACKGROUND

A. Mill Valley North and Woods at Mill Valley North are residential subdivisions located in the State of Ohio, County of Union, Township of Paris and City of Marysville and currently consist of property shown, delineated, described and identified as being part of those subdivisions on the recorded plats of record in Plat Cabinet 5, Slides 45 and 46, Plat Cabinet 5, Slides 50 and 51, Plat Cabinet 5, Slides 73 and 74, Plat Cabinet 5, Pages 85 and 86, Plat Cabinet 5, Pages 100 and 101, Plat Cabinet 5, Pages 138 and 139, Plat Book 5, Page 235, Plat Book 5, Page 236, Plat Book 5, Page 182 and Plat Book 5, Pages 180 and 181, all of the records of the office of the Recorder of Union County, Ohio, together with such other property that has been subjected to the provisions of the Restrictions described below or that is subjected to the Restrictions in the future.

B. An overall plan of covenants, easements, restrictions, and assessment liens for Mill Valley North and Woods at Mill Valley North was created by the filing and recording of various special warranty deeds (the "Restrictions") recorded in Official Record Volume 503, Pages 344-363, inclusive, Official Record Volume 602, Pages 364-382, inclusive, Official Record Volume 621, Pages 753-772, inclusive, Official Record Volume 718, Pages 344-367, inclusive, and Official Record Volume 652, Pages 801-824, inclusive, records of the office of the Recorder of Union County, Ohio, as the same have been amended and supplemented to date, and such other documents requiring membership in the Association.

C. Pursuant to the provisions of the Restrictions and the filing, on or about November 3, 2003, of articles of incorporation with the Ohio Secretary of State, Mill Valley North Association, Inc. (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in both Mill Valley North and Woods at Mill Valley North for the benefit of the owners of lots in the Mill Valley North community and the Woods at Mill Valley North community and for administering and enforcing the terms and conditions of the Restrictions. Each owner of a lot, other than lots owned by the Association, that has been or is subjected to the Restrictions is or will be a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

D. Pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, the Association duly adopted a Code of Regulations at Mill Valley North Association, Inc. (the "Code of Regulations"), a copy of which is attached hereto, marked "Exhibit A" and hereby made a part hereof.

E. On September 10, 2010, Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") became effective.

F. Pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act, the board of directors of the owners association of any planned community that was in existence on September 10, 2010, the original effective date of the Planned Community Act (the "Effective Date"), shall file and record the bylaws of that planned community that were in effect on the Effective Date in the office of the recorder of the county or counties in which the planned community is located within one hundred eighty (180) days after that Effective Date.

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G. The Association's Board of Directors (the "Board") has acknowledged that the overall Mill Valley North community (including both Mill Valley North and Woods at Mill Valley North) is a "planned community," that the Association is an "owners association" and that the attached Code of Regulations are the "bylaws" of the Association that were in effect on the Effective Date, as each those terms have been defined and are to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

CERTIFICATION

NOW THEREFORE, the Board hereby certifies that the Association's Code of Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act; that the Code of Regulations was in effect on September 10, 2010, the original Effective Date of the Planned Community Act; and that the Code of Regulations is being filed and recorded with the Recorder's Office of Union County, Ohio, within one hundred eighty (180) days after said Effective Date in accordance with the provisions of Section 5312.02(D)(1) of the Planned Community Act.

IN TESTIMONY WHEREOF, the Board of Directors at Mill Valley North Association, Inc., acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 8 day of March 2011.

BOARD OF DIRECTORS OF MILL VALLEY NORTH ASSOCIATION, INC.,
an Ohio corporation not-for-profit

By _____
Michael A. Archer, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Michael A. Archer, the President at Mill Valley North Association, Inc., an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 8 day of March 2011.

RENEE SEELEY NOTARY PUBLIC, STATE OF OHIO

_____
Notary Public expires 4-8-15

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

Exhibit A

CODE OF REGULATIONS

OF

MILL VALLEY NORTH ASSOCIATION, INC.,

Section 1.01. The name of this Ohio, nonprofit corporation shall be Mill Valley North Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are generally, to serve as a "homeowners' association" as that term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time (the "Code") for the Woods at Mill Valley North Subdivision and to that end to hold title to, or easements over, land within the Mill Valley North Subdivision, and all other property at any time added to Woods at Mill Valley North Subdivision, an expandable subdivision of residential properties located in the State of Ohio, County of Union, and Township of Paris, (hereinafter, "the Subdivision of "the Development"), and made subject to any of the restrictions that govern or that may hereafter govern the use of land or property in the Subdivision, or that may be made subject to the jurisdiction and function of this Association, for common purposes, including but not limited to detention areas, utility areas, landscape areas, pond areas, and/or landscape entry areas (as may exist), to maintain and administer such land, common areas and elements in accordance with the plat of Woods at Mill Valley North Subdivision of record in Plat Book 5, Pages 45 and 46, records of the Recorder of Union County, Ohio, and all deeds containing covenants or restrictions (collectively, the "Restrictions") recorded to apply to land in the Subdivision, or land added thereto, and all other plats, amendments, deeds containing restrictions and amendments to deeds containing restrictions now or hereafter placed of record which make the property subject to the Restrictions, or the Association, including property which may be added or made subject to the Restrictions or the jurisdiction or function of the Association in the future, and to administer and enforce the Restrictions and otherwise serve as the homeowner's association for the Woods at Mill Valley North Subdivision.

In carrying out the foregoing purposes, the corporation may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the corporation shall inure to the benefit of any private person, firm, corporation, association or organization, except that the corporation may pay reasonable compensation for services provided to or for the benefit of the corporation.

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Each owner of a fee simple interest in a lot in the Mill Valley North Subdivision shall be a member of the Association (hereinafter, a "member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, the right to membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest.

Section 2.02. Except as provided herein, on any question for which the vote of members is permitted or required, the owner or owners of each lot in the subdivision shall be entitled to exercise one vote for each such lot that he or she owns or they own. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot. If only one such person attends a meeting, votes or executes a consent then that person may act for all.

Section 2.04. A corporation which is a member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the members or otherwise, any member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person

holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven months from its date of execution unless the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. An annual meeting of the voting members for the election of directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors" or the "Board"), or on such other date within one month thereafter as may be designated by the Board from time to time.

Section 3.02. Special meetings of the members may be called by the President, by a majority of the Directors acting with or without a meeting, or by members entitled to exercise not less than ten percent (10%) of the total voting power of the members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting it shall be the duty of the President or Secretary to give notice to the members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each member entitled to notice thereof. If mailed, such notice shall be addressed to the member at his address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a member home after notice has been given and prior to the holding of the meeting, it shall not be necessary to service notice on the transferee. The Board of Directors may set a record date for the determination of the members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record dates is fixed by the Directors, the record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may

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be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing either before or after the holding of the meeting by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that member of notice of the meeting.

Section 3.06. A quorum for any meeting of members shall be that number of members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all members present, in person or by proxy, provided that no action required by law, the Restrictions, the Articles, or this Code of Regulations that must be authorized or taken by those members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of members shall be determined by the presiding officer, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of members of the Board of Directors the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those members entitled to exercise not less than a majority of the voting power of the members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all members is required by law, this Code of Regulations or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting in writing or writings signed by members exercising a majority of the voting power of all members of such greater proportion thereof as the Articles, this Code of Regulations, the deed restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles, this Code of Regulations, or any provision of law may otherwise require.

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Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the restrictions, the Articles and this Code of Regulations (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for Members of the Board of Directors appointed by the Developer, Members of the Board of Directors must be members of the Association. The names and addresses of the three (3) initial directors of the corporation are provided in the Articles. They will serve until the Association, Inc. holds its first annual or special meeting of members. Thereafter, Directors shall be elected at the regular annual meeting of members of the Association or at special meetings called for that purpose, beginning with the first meeting conducted after the turnover of developer control of the Association. Beginning with the first annual meeting following the turnover of control, each Director who is elected shall serve for a term of two (2) years (provided, that so no vacancies on the Board will exist each year, two of the Directors elected at the first annual meeting following the date of turnover of control will be elected to one year terms), and until his or her successor is elected and qualified, or until he or she reigns. Any Director may be removed at a special meeting of the members of the Association called for that purpose by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members.

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes provided that it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining members thereof may elect a new Director to fill the vacancy. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the

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Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such places as the President or a majority of the Directors may determine, or by a joint telephone connection if so requested by the President or a majority of the Directors.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the Articles of Incorporation or this Code of Regulations.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services as such, but any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of the Eighth article of the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such

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compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative and ministerial duties as it determines.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a member of the Board. Officers may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

Section 5.02. It shall be the duty of the President to preside at all meetings of members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board. It shall be the duty of the Vice President to perform the duties of the President in the event of his absence or disability and perform such other duties as may be assigned by the Board.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the members and the Board of Directors, including records of the names and addresses of the members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the members or the Board. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the members, and shall present abstracts of the same at annual meetings of the members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

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Section 5.05. The Board of Directors may create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

INDEMNIFICATION

Section 6.01. The Association shall indemnify any Director, Officer, or Employee of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was a Director, Officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, trustee, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, he or she had not reasonable cause to believe his or her conduct was unlawful. A person claiming indemnification under this Section 6.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 6.02. The Association may indemnify any agent or volunteer of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was an agent or volunteer of the Association, or is or was serving at the request of the Association as a

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director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, he or she had not reasonable cause to believe his or her conduct was unlawful. The Association's decision to provide indemnification under this Section 6.02 presumes that the Association believes the agent or volunteer, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption. Such decision shall be made in any on of the following manners: (a) by a majority vote of a quorum consisting of directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding in question, or (b) by the members of the Association by majority vote.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(A) the Association shall not indemnify any Director, Officer, employee, agent, or volunteer of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a trustee, director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.02.

Section 6.04. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any Director, Officer, or employee of the Association has been successful on the merits or otherwise in defense of any action, suit

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or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.05. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any agent, or volunteer of the Association, who the Association has decided to indemnify under 6.02, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.02, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including without limitation, attorney's fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.06. Any indemnification required under 6.01, or approved by the Association under 6.02, and not precluded under 6.03, shall be made by the Association only upon a determination that such indemnification of the Director, Officer, employee, agent, or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified, within the past five (5) years, or (C) by the members, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 6.06 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this Section 6.06]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this Section 6.06 shall be evidenced in rebuttal of the presumption recited in Section 6.01, or the determination of the Association in Section 6.02. Any determination made by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this section 6.06 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.07. Expenses (including, without limitation, attorney's fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 or 6.02 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the Director, Officer, employee, agent, or volunteer promptly as such expenses are incurred by him or her, but only if such Director, Officer, employee, agent, or volunteer shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise:

(A) if it shall ultimately be determined as provided in Section 6.06 that he or she is not entitled to be indemnified by the Association as provided under Section 6.01 (for Directors, Officers, or employees), or 6.02 (for agents, or volunteers); or

(B) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 6.08. The indemnification provided by this Article Six shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or Officer of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.09. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Director, Officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article Six. Insurance may be purchased from or maintained with a person or entity in which the Association has a financial interest.

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Section 6.10. For purposes of this Article Six, and as examples and not by way of limitation:

(A) A person claiming indemnification under this Article Six shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01,or 6.02, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01, or 6.02 or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

(B) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, Officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, Officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article Six; and

(C) The term "volunteer" shall mean a Director, Officer or agent of the Association, or another person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article Six, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 6.11. Any action, suit or proceeding to determine a claim for indemnification under this Article Six may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the Development is located. The Association and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of the Ohio county where all or any part of the Development is located in any such action, suit or proceeding.

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ARTICLE VII

NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears on the records of the Association.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Code of Regulations or a resolution of the members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting members held for that purpose or in a vote conducted by mail by the affirmative vote of those members entitled to exercise not less than sixty-seven percent of the total voting power of the members.

Section 8.02. This Code of Regulations also may be deemed to be Bylaws to the extent such reference is made in any deed.

ARTICLE IX

DURATION

Section 9.01. The Association shall exist so long as the Subdivision exists, and no longer.

CODE OF REGULATIONS

OF

MILL VALLEY NORTH ASSOCIATION, INC.,

Section 1.01. The name of this Ohio, nonprofit corporation shall be Mill Valley North Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are generally, to serve as a "homeowners' association" as that term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time (the "Code") for the Woods at Mill Valley North Subdivision and to that end to hold title to, or easements over, land within the Mill Valley North Subdivision, and all other property at any time added to Woods at Mill Valley North Subdivision, an expandable subdivision of residential properties located in the State of Ohio, County of Union, and Township of Paris, (hereinafter, "the Subdivision of "the Development"), and made subject to any of the restrictions that govern or that may hereafter govern the use of land or property in the Subdivision, or that may be made subject to the jurisdiction and function of this Association, for common purposes, including but not limited to detention areas, utility areas, landscape areas, pond areas, and/or landscape entry areas (as may exist), to maintain and administer such land, common areas and elements in accordance with the plat of Woods at Mill Valley North Subdivision of record in Plat Book 5, Pages 45 and 46, records of the Recorder of Union County, Ohio, and all deeds containing covenants or restrictions (collectively, the "Restrictions") recorded to apply to land in the Subdivision, or land added thereto, and all other plats, amendments, deeds containing restrictions and amendments to deeds containing restrictions now or hereafter placed of record which make the property subject to the Restrictions, or the Association, including property which may be added or made subject to the Restrictions or the jurisdiction or function of the Association in the future, and to administer and enforce the Restrictions and otherwise serve as the homeowner's association for the Woods at Mill Valley North Subdivision.

In carrying out the foregoing purposes, the corporation may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the corporation shall inure to the benefit of any private person, firm, corporation, association or organization, except that the corporation may pay reasonable compensation for services provided to or for the benefit of the corporation.

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Each owner of a fee simple interest in a lot in the Mill Valley North Subdivision shall be a member of the Association (hereinafter, a "member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, the right to membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest.

Section 2.02. Except as provided herein, on any question for which the vote of members is permitted or required, the owner or owners of each lot in the subdivision shall be entitled to exercise one vote for each such lot that he or she owns or they own. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot. If only one such person attends a meeting, votes or executes a consent then that person may act for all.

Section 2.04. A corporation which is a member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the members or otherwise, any member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person

holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven months from its date of execution unless the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. An annual meeting of the voting members for the election of directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors" or the "Board"), or on such other date within one month thereafter as may be designated by the Board from time to time.

Section 3.02. Special meetings of the members may be called by the President, by a majority of the Directors acting with or without a meeting, or by members entitled to exercise not less than ten percent (10%) of the total voting power of the members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting it shall be the duty of the President or Secretary to give notice to the members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each member entitled to notice thereof. If mailed, such notice shall be addressed to the member at his address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a member home after notice has been given and prior to the holding of the meeting, it shall not be necessary to service notice on the transferee. The Board of Directors may set a record date for the determination of the members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record dates is fixed by the Directors, the record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may

be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing either before or after the holding of the meeting by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that member of notice of the meeting.

Section 3.06. A quorum for any meeting of members shall be that number of members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all members present, in person or by proxy, provided that no action required by law, the Restrictions, the Articles, or this Code of Regulations that must be authorized or taken by those members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of members shall be determined by the presiding officer, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of members of the Board of Directors the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those members entitled to exercise not less than a majority of the voting power of the members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all members is required by law, this Code of Regulations or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting in writing or writings signed by members exercising a majority of the voting power of all members of such greater proportion thereof as the Articles, this Code of Regulations, the deed restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles, this Code of Regulations, or any provision of law may otherwise require.

Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the restrictions, the Articles and this Code of Regulations (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for Members of the Board of Directors appointed by the Developer, Members of the Board of Directors must be members of the Association. The names and addresses of the three (3) initial directors of the corporation are provided in the Articles. They will serve until the Association, Inc. holds its first annual or special meeting of members. Thereafter, Directors shall be elected at the regular annual meeting of members of the Association or at special meetings called for that purpose, beginning with the first meeting conducted after the turnover of developer control of the Association. Beginning with the first annual meeting following the turnover of control, each Director who is elected shall serve for a term of two (2) years (provided, that so no vacancies on the Board will exist each year, two of the Directors elected at the first annual meeting following the date of turnover of control will be elected to one year terms), and until his or her successor is elected and qualified, or until he or she reigns. Any Director may be removed at a special meeting of the members of the Association called for that purpose by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members.

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes provided that it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining members thereof may elect a new Director to fill the vacancy. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the

Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such places as the President or a majority of the Directors may determine, or by a joint telephone connection if so requested by the President or a majority of the Directors.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the Articles of Incorporation or this Code of Regulations.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services as such, but any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of the Eighth article of the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such

compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative and ministerial duties as it determines.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a member of the Board. Officers may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

Section 5.02. It shall be the duty of the President to preside at all meetings of members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board. It shall be the duty of the Vice President to perform the duties of the President in the event of his absence or disability and perform such other duties as may be assigned by the Board.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the members and the Board of Directors, including records of the names and addresses of the members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the members or the Board. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the members, and shall present abstracts of the same at annual meetings of the members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

INDEMNIFICATION

Section 6.01. The Association shall indemnify any Director, Officer, or Employee of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was a Director, Officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, trustee, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, he or she had not reasonable cause to believe his or her conduct was unlawful. A person claiming indemnification under this Section 6.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 6.02. The Association may indemnify any agent or volunteer of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was an agent or volunteer of the Association, or is or was serving at the request of the Association as a

director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, he or she had not reasonable cause to believe his or her conduct was unlawful. The Association's decision to provide indemnification under this Section 6.02 presumes that the Association believes the agent or volunteer, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption. Such decision shall be made in any on of the following manners: (a) by a majority vote of a quorum consisting of directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding in question, or (b) by the members of the Association by majority vote.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(A) the Association shall not indemnify any Director, Officer, employee, agent, or volunteer of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a trustee, director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.02.

Section 6.04. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any Director, Officer, or employee of the Association has been successful on the merits or otherwise in defense of any action, suit

or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.05. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any agent, or volunteer of the Association, who the Association has decided to indemnify under 6.02, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.02, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including without limitation, attorney's fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.06. Any indemnification required under 6.01, or approved by the Association under 6.02, and not precluded under 6.03, shall be made by the Association only upon a determination that such indemnification of the Director, Officer, employee, agent, or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified, within the past five (5) years, or (C) by the members, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 6.06 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this Section 6.06]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this Section 6.06 shall be evidenced in rebuttal of the presumption recited in Section 6.01, or the determination of the Association in Section 6.02. Any determination made by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this section 6.06 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.07. Expenses (including, without limitation, attorney's fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 or 6.02 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the Director, Officer, employee, agent, or volunteer promptly as such expenses are incurred by him or her, but only if such Director, Officer, employee, agent, or volunteer shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise:

(A) if it shall ultimately be determined as provided in Section 6.06 that he or she is not entitled to be indemnified by the Association as provided under Section 6.01 (for Directors, Officers, or employees), or 6.02 (for agents, or volunteers); or

(B) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 6.08. The indemnification provided by this Article Six shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or Officer of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.09. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Director, Officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article Six. Insurance may be purchased from or maintained with a person or entity in which the Association has a financial interest.

Section 6.10. For purposes of this Article Six, and as examples and not by way of limitation:

(A) A person claiming indemnification under this Article Six shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01,or 6.02, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01, or 6.02 or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

(B) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, Officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, Officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article Six; and

(C) The term "volunteer" shall mean a Director, Officer or agent of the Association, or another person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article Six, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 6.11. Any action, suit or proceeding to determine a claim for indemnification under this Article Six may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the Development is located. The Association and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of the Ohio county where all or any part of the Development is located in any such action, suit or proceeding.

ARTICLE VII

NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears on the records of the Association.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Code of Regulations or a resolution of the members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting members held for that purpose or in a vote conducted by mail by the affirmative vote of those members entitled to exercise not less than sixty-seven percent of the total voting power of the members.

Section 8.02. This Code of Regulations also may be deemed to be Bylaws to the extent such reference is made in any deed.

ARTICLE IX

DURATION

Section 9.01. The Association shall exist so long as the Subdivision exists, and no longer.

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that TERRY E. GEORGE, TRUSTEE, (the "Grantor"), for valuable consideration paid, grants with limited warranty covenants, to DOMINION HOMES, INC., an Ohio corporation, whose tax mailing address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, the following real property:

Parcel I:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Five Hundred Twenty-three (5523) through Five Thousand Five Hundred Twenty-six (5526), inclusive, Five Thousand Five Hundred Ninety-Six (5596) through Five Thousand Six Hundred Five (5605), inclusive, and Five Thousand Six Hundred Seven (5607) through Five Thousand Six Hundred Twenty-six (5626), inclusive, Five Thousand Six Hundred Twenty-eight (5628) through Five Thousand Six Hundred Thirty-seven (5637), inclusive, and Five Thousand Three Hundred Sixty-nine (5369) through Five Thousand Three Hundred Seventy-two (5372), inclusive, of REPLAT OF WOODS AT MILL VALLEY NORTH, PHASE I, PART 7, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, page 235, Recorder's Office, Union County, Ohio.

Parcel II:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Three Hundred Seventy-three (5373) through Five Thousand Three Hundred Seventy-five (5375), inclusive, Five Thousand Five Hundred Three (5503) through Five Thousand Five Hundred Twenty-two (5522), inclusive, Five Thousand Six Hundred Thirty-eight (5638) through Five Thousand Six Hundred Forty-six (5646), inclusive, Five Thousand Six Hundred Forty-eight (5648) through Five Thousand Six Hundred Fifty-two (5652), inclusive, and Seven Thousand Six (7006) through Seven Thousand Ten (7010), inclusive, of REPLAT OF WOODS AT MILL VALLEY NORTH, PHASE I, PART 8, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 236, Recorder's Office, Union County, Ohio.

Prior Instrument Reference: _____

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand this 2nd day of January, 2007.

Terry E. George, Trustee

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 2nd day of January, 2007, by Terry E. George, Trustee.

Notary Public

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

This instrument prepared by:
Dominion Homes, Inc.

TRANSFERRED

JAN 17 2007

MARY H. SNIDER, AUDITOR
This conveyance has been examined and the Grantor complied with section 319.202 of the Revised Code
FEE $
EXEMPT $22.50 IN

THE WOODS AT MILL VALL NORTH PH1 PT 7

03-13-06

[redacted]

Rev. 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-13-02-012	5596	29-0025003.216
079-13-02-013	5597	.217
079-13-02-014	5598	.218
079-13-02-015	5599	.219
079-13-02-016	5600	.220
079-13-02-017	5601	.221
079-13-02-018	5602	.222
079-13-02-019	5603	.223
079-13-02-020	5604	.224
079-13-02-021	5605	.225
079-13-03-005	5526	.226
079-13-03-006	5525	.227
079-13-03-007	5524	.228
079-13-03-008	5523	.229
079-13-04-010	5637	.230
079-13-04-009	5636	.231
079-13-04-008	5635	.232
079-13-04-007	5634	.233
079-13-04-006	5633	.234
079-13-04-005	5632	.235
079-13-04-004	5631	.236
079-13-04-003	5630	.237
079-13-04-002	5629	.238
079-13-04-001	5628	.239
079-14-07-060	5372	.240
079-14-07-061	5371	.241
079-14-07-062	5370	.242
079-14-07-063	5369	.243
079-14-12-001	5616	.244
079-14-12-002	5615	.245
079-14-12-003	5614	.246
079-14-12-004	5613	.247
079-14-12-005	5612	.248
079-14-12-006	5611	.249
079-14-12-007	5610	.250
079-14-12-008	5609	.251
079-14-12-009	5608	.252

THE WOODS AT MILL VALLEY NORTH PH 1 PT 7 cont'd 03-13-06

[redacted] **Rev.** 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-14-12-010	5607	29-0025003.253
~~079-14-12-011~~	~~5606~~ [redacted]	~~.254~~
079-14-12-012	Reserve A	.255
~~079-14-13-012~~	~~5627~~ [redacted]	~~.256~~
079-14-13-013	**5626**	.257
079-14-13-014	**5625**	.258
079-14-13-015	**5624**	.259
079-14-13-016	**5623**	.260
079-14-13-017	**5622**	.261
079-14-13-018	**5621**	.262
079-14-13-019	**5620**	.263
079-14-13-020	**5619**	.264
079-14-13-021	**5618**	.265
079-14-13-022	**5617**	.266
079-14-00-000.601	R/W 2.924	.267
29-0025001.400	43.765 – 3.604 = 40.161	
29-0025003.200	65.865 – 10.198 = 55.667	

THE WOODS AT MILL VALLEY NORTH PT 1 PH 8

03-13-06

[redacted] Rev. 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-13-04-011	5638	29-0025003.500
079-13-04-012	5639	.501
079-13-04-013	5640	.502
079-13-04-014	5641	.503
079-13-04-015	5642	.504
079-13-04-016	5643	.505
079-13-04-017	5644	.506
079-13-04-018	5645	.507
079-13-04-019	5646	.508
079-13-05-001	5512	.509
079-13-05-002	5513	.510
079-13-05-003	5514	.511
079-13-05-004	5515	.512
079-13-05-005	5516	.513
079-13-05-006	5517	.514
079-13-05-007	5518	.515
079-13-05-008	5519	.516
079-13-05-009	5520	.517
079-13-05-010	5521	.518
079-13-05-011	5522	.519
079-14-07-057	5375	.520
079-14-07-058	5374	.521
079-14-07-059	5373	.522
079-14-10-004	5503	.523
079-14-10-005	5504	.524
079-14-10-006	5505	.525
079-14-10-007	5506	.526
079-14-10-008	5507	.527
079-14-10-009	5508	.528
079-14-10-010	5509	.529
079-14-10-011	5510	.530
079-14-10-012	5511	.531
079-14-13-001	~~5657~~ [redacted]	.532
079-14-13-002	~~5656~~	.533
079-14-13-003	~~5655~~	.534
079-14-13-004	~~5654~~	.535
079-14-13-005	~~5653~~	.536

THE WOODS AT MILL VALLEY NORTH PT 1 PH 8 cont'd 03-13-06

[redacted] Rev. 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-14-13-006	**5652**	29-0025003.537
079-14-13-007	**5651**	.538
079-14-13-008	**5650**	.539
079-14-13-009	**5649**	.540
079-14-13-010	**5648**	.541
~~**079-14-13-011**~~	~~**5647**~~ [redacted]	[redacted]
079-14-00-000.601	R/W 2.654Ac	.543
29-0025003.000	70.086 – 1.014 = 69.072	
29-0025001.400	40.161 – 2.055 = 38.106	
29-0025003.200	55.667 – 9.771 = 45.896	

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2007 JAN 17 AM 10:49

336038

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor herein, for the consideration of Ten Dollars ($10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, does, this 2nd day of January, 2007, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Parcel I:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Five Hundred Twenty-three (5523) through Five Thousand Five Hundred Twenty-six (5526), inclusive, Five Thousand Five Hundred Ninety-Six (5596) through Five Thousand Six Hundred Five (5605), inclusive, and Five Thousand Six Hundred Seven (5607) through Five Thousand Six Hundred Twenty-six (5626), inclusive, Five Thousand Six Hundred Twenty-eight (5628) through Five Thousand Six Hundred Thirty-seven (5637), inclusive, and Five Thousand Three Hundred Sixty-nine (5369) through Five Thousand Three Hundred Seventy-two (5372), inclusive, of REPLAT OF WOODS AT MILL VALLEY NORTH, PHASE I, PART 7, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, page 235, Recorder's Office, Union County, Ohio.

Parcel II:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Three Hundred Seventy-three (5373) through Five Thousand Three Hundred Seventy-five (5375), inclusive, Five Thousand Five Hundred Three (5503) through Five Thousand Five Hundred Twenty-two (5522), inclusive, Five Thousand Six Hundred Thirty-eight (5638) through Five Thousand Six Hundred Forty-six (5646), inclusive, Five Thousand Six Hundred Forty-eight (5648) through Five Thousand Six Hundred Fifty-two (5652), inclusive, and Seven Thousand Six (7006) through Seven Thousand Ten (7010), inclusive, of REPLAT OF

WOODS AT MILL VALLEY NORTH, PHASE I, PART 8, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, Page 236, Recorder's Office, Union County, Ohio.

Prior Instrument Reference: O. R. 184, page 793, O. R. 289, page 659, and Official Record 460, page 857, Recorder's Office, Union County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called

"Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots.

It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – Mill Valley North Association, Inc., an Ohio non-profit corporation to be formed by Grantor before the Turnover Date, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" -- an area located in Reserve "A" of Phase 1, Part 1.

I. "Grantor" -- Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the Owner or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Section IV(F) of the Restrictions.

N. "Member" -- any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" -- the premises described on page one, such additional property as may be annexed by amendment to these Restrictions, other sections of the Subdivision that have been or will in the future be developed by Grantor and subjected to these Restrictions, or property that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" -- the fund that may be established pursuant to Article V.

R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" -- an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" -- the State of Ohio.

U. "Subdivision" -- the community to be developed on the Property, commonly known as "Woods at Mill Valley North."

V. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the Subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D. Establishment of requirements for the development and use of the Property.

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, 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 or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. 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 shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entrance feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (1) reasonable monetary fines which shall be considered Lot Assessments;

(2) suspension of the right to vote as a Member of the Association; and (3) suspension of the right to use the Common Property or any part of the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner as set forth in Section V(F), and shall be included as a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts or omissions by or on behalf of the Association or otherwise.

2. The Association may, in the Board's discretion, obtain and maintain the following 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 trustees' liability insurance to fund the obligations of the Association under Section X(D), (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, 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 Board may levy a Special Assessment pursuant to Section V(D) to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.

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

V. ASSESSMENTS

A. Reserve Fund. The Board, at is discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in Section V(C), the Grantor, 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 following assessments: (1) Annual Assessments; (2) Special Assessments; and (3) 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 Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, and the ownership and operation of the Common Property (which may include amounts, if any, for the 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 Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary: (1) prior to January 1, 2007, in no event shall the Annual Assessments for each Lot exceed $95.00; and (2) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. 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), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other 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, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars ($25.00).

2. 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 on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, 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 therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. 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 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of the unpaid portion of the Assessment. 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 years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. 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, that is recorded before the recording of a certificate of lien by the Association.

4. Vote on Association Matters; Use of Common Property. 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 Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her 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 Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and said Lot remains in disrepair for a period of 30 days after notification by the Grantor or the Association to said Owner, 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 Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, 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.

D. Damage to Common Property By Owner or Occupant. If the Common Property 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 Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

B. Modifications. Except as otherwise provided in these Restrictions, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any permanent recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the

nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor, its members and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes; provided, however, that the foregoing shall not prohibit the operation of builders' model homes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the Subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by builders for construction management and related uses during the construction of homes within the Property.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the

provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) marketing signs installed by the Grantor and its members while marketing the Lots and residences for sale; (2) street and identification signs installed by the Association or the Grantor; and (3) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. Neither open storage nor storage buildings, barns or sheds of any kind shall be permitted on any Lot. This section shall not apply to any storage as may be necessary or appropriate during the construction of residences on the Lots.

I. 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 these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to

levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior or unenclosed storage of tools or materials (except no more that two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

K. Trash. Except for the reasonably necessary activities of the Grantor or its members during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, and screened from view.

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

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

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

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Design Review Board.

R. Fencing. No fence or wall shall be constructed or placed on any Lot, except as provided in Section VIII(S) below; provided, however, that ornamental fences that do not exceed three (3) feet in height and are integrated with a landscape design shall be permitted with approval of the Design Review Board. Any fencing installed by Grantor or the Association on any Common Property or within the Entrance Feature Area shall not be subject to the provisions of this Section VIII(R) and Grantor or the Association shall have the right to maintain or replace such fencing.

S. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Section VIII(S) shall not be intended to prohibit the installation of a hot tub or sauna. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence of a height greater than provided for under Section VIII(R) above, then such higher fence shall be permitted notwithstanding any provision of said Section VIII(R) to the contrary, provided such higher fence shall be subject to prior written approval of the Design Review Board as to design and location on the Lot. All other restrictions set forth in Section VIII(R), including but not limited to construction and construction material, setbacks and repair and maintenance shall extend to any fencing around in-ground pool areas.

T. Alteration of Grade. Without the prior written consent of Grantor, 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.

U. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the Subdivision: (1) outdoor clotheslines; (2) window air conditioning units on any window facing the street; and (3) metal swings or play sets.

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, 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 these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

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

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

D. 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 Property to perform their duties.

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

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

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, without the consent of any other Owners, if such amendment is: (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (3) necessary to conform to the requirements of United States Federal Housing Administration, or (4) 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 Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor 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 these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor 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 Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (2/3) of the voting power of all Owners in the Association, provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Union County, Ohio.

D. Grantor's Rights to Complete Development. Grantor, and the members of Grantor, shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Grantor; (3) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor 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 these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

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

1. Any proposed amendment of these Restrictions;

2. Any proposed termination of the Association; and

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

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

F. Indemnification. The Association shall indemnify every officer and 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 officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees 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 officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such 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 officer or trustee, or former officer or trustee, may be entitled.

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

H. Enforcement; Waiver. Failure of the Grantor, any member of Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

J. 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.

IN TESTIMONY WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed and acknowledged before me this 2nd day of January, 2007, by Joseph A. Sugar III, Vice President—Land Acquisition of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

_____
Notary Public

This Instrument Prepared By:
Grantor

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

TRANSFERRED

JAN 17 2007

MARY H. SNIDER, AUDITOR
This conveyance has been examined and the Grantor complied with section 319.202 of the Revised Code
FEE $_____
EXEMPT $22.50 TN

THE WOODS AT MILL VALL NORTH PH1 PT 7

03-13-06

[redacted] Rev. 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-13-02-012	5596	29-0025003.216
079-13-02-013	5597	.217
079-13-02-014	5598	.218
079-13-02-015	5599	.219
079-13-02-016	5600	.220
079-13-02-017	5601	.221
079-13-02-018	5602	.222
079-13-02-019	5603	.223
079-13-02-020	5604	.224
079-13-02-021	5605	.225
079-13-03-005	5526	.226
079-13-03-006	5525	.227
079-13-03-007	5524	.228
079-13-03-008	5523	.229
079-13-04-010	5637	.230
079-13-04-009	5636	.231
079-13-04-008	5635	.232
079-13-04-007	5634	.233
079-13-04-006	5633	.234
079-13-04-005	5632	.235
079-13-04-004	5631	.236
079-13-04-003	5630	.237
079-13-04-002	5629	.238
079-13-04-001	5628	.239
079-14-07-060	5372	.240
079-14-07-061	5371	.241
079-14-07-062	5370	.242
079-14-07-063	5369	.243
079-14-12-001	5616	.244
079-14-12-002	5615	.245
079-14-12-003	5614	.246
079-14-12-004	5613	.247
079-14-12-005	5612	.248
079-14-12-006	5611	.249
079-14-12-007	5610	.250
079-14-12-008	5609	.251
079-14-12-009	5608	.252

THE WOODS AT MILL VALLEY NORTH PH 1 PT 7 cont'd 03-13-06

[redacted] Rev. 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-14-12-010	5607	29-0025003.253
~~079-14-12-011~~	~~5606~~ [redacted]	~~.254~~
079-14-12-012	Reserve A	.255
~~**079-14-13-012**~~	~~**5627**~~ [redacted]	~~.256~~
079-14-13-013	**5626**	.257
079-14-13-014	**5625**	.258
079-14-13-015	**5624**	.259
079-14-13-016	**5623**	.260
079-14-13-017	**5622**	.261
079-14-13-018	**5621**	.262
079-14-13-019	**5620**	.263
079-14-13-020	**5619**	.264
079-14-13-021	**5618**	.265
079-14-13-022	**5617**	.266
079-14-00-000.601	R/W 2.924	.267
29-0025001.400	43.765 – 3.604 = 40.161	
29-0025003.200	65.865 – 10.198 = 55.667	

THE WOODS AT MILL VALLEY NORTH PT 1 PH 8

03-13-06

[redacted] Rev. 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-13-04-011	5638	29-0025003.500
079-13-04-012	5639	.501
079-13-04-013	5640	.502
079-13-04-014	5641	.503
079-13-04-015	5642	.504
079-13-04-016	5643	.505
079-13-04-017	5644	.506
079-13-04-018	5645	.507
079-13-04-019	5646	.508
079-13-05-001	5512	.509
079-13-05-002	5513	.510
079-13-05-003	5514	.511
079-13-05-004	5515	.512
079-13-05-005	5516	.513
079-13-05-006	5517	.514
079-13-05-007	5518	.515
079-13-05-008	5519	.516
079-13-05-009	5520	.517
079-13-05-010	5521	.518
079-13-05-011	5522	.519
079-14-07-057	5375	.520
079-14-07-058	5374	.521
079-14-07-059	5373	.522
079-14-10-004	5503	.523
079-14-10-005	5504	.524
079-14-10-006	5505	.525
079-14-10-007	5506	.526
079-14-10-008	5507	.527
079-14-10-009	5508	.528
079-14-10-010	5509	.529
079-14-10-011	5510	.530
079-14-10-012	5511	.531
079-14-13-001	~~**5657**~~ [redacted] 7010	.532
079-14-13-002	~~**5656**~~ 7009	.533
079-14-13-003	~~**5655**~~ 7008	.534
079-14-13-004	~~**5654**~~ 7007	.535
079-14-13-005	~~5653~~ 7006	.536

THE WOODS AT MILL VALLEY NORTH PT 1 PH 8 cont'd 03-13-06

[redacted] Rev. 03-17-06, [redacted]

Map#	Lot#	Parcel#
079-14-13-006	**5652**	29-0025003.537
079-14-13-007	**5651**	.538
079-14-13-008	**5650**	.539
079-14-13-009	**5649**	.540
079-14-13-010	**5648**	.541
~~**079-14-13-011**~~	~~**5647**~~ [redacted]	[redacted]
079-14-00-000.601	R/W 2.654Ac	.543
29-0025003.000	70.086 – 1.014 = 69.072	
29-0025001.400	40.161 – 2.055 = 38.106	
29-0025003.200	55.667 – 9.771 = 45.896	

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2007 JAN 17 AM 10:48
200700

OR 718 PG 367

5

SPECIAL WARRANTY DEED

322903

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, with offices at 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, the Grantor herein, for the consideration of Ten Dollars ($10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, does, this 25th day of October, 2005, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Parcel I:

Situated in the State of Ohio, County of Union, Township of Paris and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Three Hundred Twenty-five (5325) through Five Thousand Three Hundred Sixty-eight (5368), inclusive, of THE WOODS AT MILL VALLEY, NORTH, PHASE 1, PART 9, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, page 182, Recorder's Office, Union County, Ohio.

Parcel II:

Situated in the State of Ohio, County of Union, Township of Paris and City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Two Hundred Ninety-nine (5299) through Five Thousand Three Hundred Twenty-four (5324), inclusive, Five Thousand Three Hundred Seventy-six (5376) through Five Thousand Four Hundred Three (5403), inclusive, and Five Thousand Four Hundred Seventy-nine (5479), Five Thousand Four Hundred Eighty (5480) and Five Thousand Five Hundred Two (5502), of THE WOODS AT MILL VALLEY, NORTH, PHASE 1, PART 10, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 5, pages 180 and 181, Recorder's Office, Union County, Ohio.

Prior Instrument Reference: Official Record 184, page 793, and Official Record 460, page 857, Recorder's Office, Union County, Ohio.

ALLIANCE TITLE BOX

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted. In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots. It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" -- The Woods at Mill Valley Association, Inc., an Ohio non-profit corporation to be formed by Grantor before the Turnover Date, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" -- the entrance features described in Article IX, Paragraph E of these Restrictions.

I. "Grantor" -- Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s),

or the owners or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Article IV, Paragraph F.

N. "Member" -- any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" -- the premises described on page one and such additional property as may be annexed by amendment to these Restrictions, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" -- the fund that may be established pursuant to Article V.

R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" -- an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" -- the State of Ohio.

U. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D. Establishment of requirements for the development and use of the Property.

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, 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 or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. 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 shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entry feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to

establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, 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 Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner, and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering

claims for personal injury and/or property damage arising by reason of acts by or on behalf of the Association or otherwise.

2. The Association may, in the Board's discretion, obtain and maintain the following 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 trustees' liability insurance to fund the obligations of the Association under Section X.D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, 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 Board may levy a Special Assessment pursuant to Section V to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.

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

V. ASSESSMENTS

A. Reserve Fund. The Board, at is discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in paragraph (c) of this section, the Grantor, 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 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 Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, (which may include amounts, if any, for the 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 Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary: (i) prior to January 1, 2006, in no event shall the Annual Assessments for each Lot exceed $95.00; and (ii) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. 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), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other 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, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per

annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars ($25.00).

2. 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 on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, 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 therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. 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 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of the unpaid portion of the Assessment. 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 years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. 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, that is recorded before the recording of a certificate of lien by the Association.

4. Vote on Association Matters; Use of Common Property. 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 Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her 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 Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

C. 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 Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, 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.

D. Damage to Common Property By Owner or Occupant. If the Common Property 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 Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or

public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

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

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each

such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Grantor while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Grantor; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted. Not more than one storage building may be located on a Lot in addition to the dwelling; provided that any such storage building must be constructed of wood and must not exceed 12 feet in height or 100 square feet in floor area. The exterior of any such building must be finished with either cedar or lap siding, either in a natural finish or stained or painted to match the dwelling constructed on the Lot, and in no event shall the exterior of any such building be exposed plywood or oriented strand board ("OSB"). No storage building shall be located closer than 25 feet to any building line on the recorded plat, except if a Lot has a building line along both the front and rear of the lot, this provision does not apply to the building line along the rear of the Lot. In no event shall any storage building be located closer to any street than the building line shown on the recorded plat.

I. 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 these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior storage or unenclosed of tools or materials (except no more that two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a

manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

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

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

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

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

R. Fencing. Fences or walls are permitted in accordance with the following requirements:

1. Fences or walls shall be constructed of wood, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

2. No fence or wall shall be constructed in excess of sixty (60) inches above finished grade.

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

S. Tree Preservation Easement. Within any areas designated "Tree Preservation Easements" on the recorded plat, no building or structures shall be permitted and the removal of all trees in excess of six inches in caliper is hereby prohibited and unless diseased, dead or damaged, or unless good forestry practice supports removal. Utility improvements, including but not limited to storm drainage facilities, may be located within said Tree Preservation Easements, but shall be installed so as to minimize the need to remove trees. The Lot Owner shall be responsible for maintenance of said easements, and shall not alter the grades within the easement area in any way.

T. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article VIII, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna.

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

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, 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 these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

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

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

D. 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 Property to perform their duties.

E. Entry Feature. An easement was granted, declared and reserved by Special Warranty Deed of record at OR 294, page 669, Recorder's Office, Union Country, Ohio in favor of the Grantor and the Association over, under and upon a portion of Lots 3248 and 3322 of the Property (the "Entrance Feature Area"), to construct, repair, reconstruct and maintain an entry feature(s) and other improvements. The easement shall run with the land and shall be binding on all future Owners of Lots encumbered by the Entrance Feature Area except as hereinafter set forth.

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

B. Enforcement. These Restrictions may be enforced by any proceeding at law or in equity by the Grantor, any Owner, the Association, the Design Review Board, and each of their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant, restriction, or rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in

connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, 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 Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor 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 these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor 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 Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (⅔) of the voting power of all Owners in the Association, provided that the consent of all owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Union County, Ohio.

D. Grantors Rights to Complete Development. Grantor 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 Grantor; (c) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor 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 these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: (i) excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this Section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

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

1. Any proposed amendment of these Restrictions;

2. Any proposed termination of the Association; and

3. Any default under these Restrictions 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.

F. Indemnification. The Association shall indemnify every 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 officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees 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 officers or trustees may also be Members of the Association), and the

Association shall indemnify and forever hold each such 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 officer or trustee, or former officer or trustee, may be entitled.

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

H. Enforcement; Waiver. Failure of the Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

J. 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.

IN WITNESS WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

DOMINION HOMES, INC., an Ohio corporation

By: _____
Joseph A. Sugar III
Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 25th day of October, 2005, by Joseph A. Sugar, III, Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation and joint venture.

Patty S. Crocker
Notary Public

This instrument prepared by:
Grantor

NOTARIAL SEAL STATE OF OHIO

PATTY G. CROCKER
Notary Public, State of Ohio
My Commission Expires
May 9, 2010

TRANSFERRED

NOV 16 2005

MARY H. SNIDER, AUDITOR
This conveyance has been examined and the Grantor complied with section 319.202 of the Revised Code.
FEE $
EXEMPT $50.50

WOODS AT MILL VALLEY NORTH PH 1 PT 9

09-27-05

Map#	Lot#	Parcel#
079-14-06-001	5352	29-0025003.300
079-14-06-002	5353	29-0025003.301
079-14-06-003	5354	29-0025003.302
079-14-06-004	5355	29-0025003.303
079-14-06-005	5356	29-0025003.304
079-14-06-006	5357	29-0025003.305
079-14-06-007	5358	29-0025003.306
079-14-06-008	5359	29-0025003.307
079-14-06-009	5360	29-0025003.308
079-14-06-010	5361	29-0025003.309
079-14-06-011	5362	29-0025003.310
079-14-06-012	5363	29-0025003.311
079-14-06-013	5364	29-0025003.312
079-14-06-014	5365	29-0025003.313
079-14-06-015	5366	29-0025003.314
079-14-06-016	5367	29-0025003.315
079-14-06-017	5368	29-0025003.316
079-14-07-001	5351	29-0025003.317
079-14-07-002	5350	29-0025003.318
079-14-07-003	5349	29-0025003.319
079-14-07-004	5348	29-0025003.320
079-14-07-005	5347	29-0025003.321
079-14-07-006	5346	29-0025003.322
079-14-07-007	5345	29-0025003.323
079-14-07-008	5344	29-0025003.324
079-14-07-009	5343	29-0025003.325
079-14-07-010	5352	29-0025003.326
079-14-07-011	5341	29-0025003.327
079-14-07-012	5340	29-0025003.328
079-14-07-013	5339	29-0025003.329
079-14-07-014	5338	29-0025003.330
079-14-07-015	5337	29-0025003.331
079-14-07-016	5336	29-0025003.332
079-14-07-017	5335	29-0025003.333
079-14-07-018	5334	29-0025003.334
079-14-07-019	5333	29-0025003.335
079-14-07-020	5332	29-0025003.336
079-14-07-021	5331	29-0025003.337
079-14-07-022	5330	29-0025003.338
079-14-07-023	5329	29-0025003.339
079-14-07-024	5328	29-0025003.340

WOODS AT MILL VALLEY NORTH PH 1 PT 9

09-27-05

Map#	Lot#	Parcel#
079-14-07-025	5327	29-0025003.341
079-14-07-026	5326	29-0025003.342
079-14-07-027	5325	29-0025003.343
079-14-00-000.601	R/W 2.153 Ac	29-0025003.344
29-0025003.000	85.667Ac – 4.329Ac = 84.338Ac	
29-0025001.400	54.191Ac – 7.122Ac = 47.069Ac	

WOODS AT MILL VALLEY NORTH PH 1 PT 10

09-27-05

Map #	Lot #	Parcel #
079-14-07-028	5324	29-0025003.345
079-14-07-029	5323	29-0025003.346
079-14-07-030	5322	29-0025003.347
079-14-07-031	5321	29-0025003.348
079-14-07-032	5320	29-0025003.349
079-14-07-033	5319	29-0025003.350
079-14-07-034	5318	29-0025003.351
079-14-07-035	5317	29-0025003.352
079-14-07-036	5316	29-0025003.353
079-14-07-037	5315	29-0025003.354
079-14-07-038	5314	29-0025003.355
079-14-07-039	5313	29-0025003.356
079-14-07-040	5312	29-0025003.357
079-14-07-041	5391	29-0025003.358
079-14-07-042	5390	29-0025003.359
079-14-07-043	5389	29-0025003.360
079-14-07-044	5388	29-0025003.361
079-14-07-045	5387	29-0025003.362
079-14-07-046	5386	29-0025003.363
079-14-07-047	5385	29-0025003.364
079-14-07-048	5384	29-0025003.365
079-14-07-049	5383	29-0025003.366
079-14-07-050	5382	29-0025003.367
079-14-07-051	5381	29-0025003.368
079-14-07-052	5380	29-0025003.369
079-14-07-053	5379	29-0025003.370
079-14-07-054	5378	29-0025003.371
079-14-07-055	5377	29-0025003.372
079-14-07-056	5376	29-0025003.373
079-14-08-001	5299	29-0025003.374
079-14-08-002	5300	29-0025003.375
079-14-08-003	5301	29-0025003.376
079-14-08-004	5302	29-0025003.377
079-14-08-005	5303	29-0025003.378
079-14-08-006	5304	29-0025003.379
079-14-08-007	5305	29-0025003.380
079-14-08-008	5306	29-0025003.381
079-14-08-009	5307	29-0025003.382
079-14-08-010	5308	29-0025003.383
079-14-08-011	5309	29-0025003.384
079-14-08-012	5310	29-0025003.385

OR 652 PG 823

WOODS AT MILL VALLEY NORTH PH 1 PT 10

09-27-05

Map #	Lot #	Parcel #
079-14-08-013	5311	29-0025003.386
079-14-09-001	5392	29-0025003.387
079-14-09-002	5393	29-0025003.388
079-14-09-003	5394	29-0025003.389
079-14-09-004	5395	29-0025003.390
079-14-09-005	5396	29-0025003.391
079-14-09-006	5397	29-0025003.392
079-14-09-007	5398	29-0025003.393
079-14-09-008	5399	29-0025003.394
079-14-09-009	5400	29-0025003.395
079-14-09-010	5401	29-0025003.396
079-14-09-011	5402	29-0025003.397
079-14-09-012	5403	29-0025003.398
079-14-10-001	5479	29-0025003.399
079-14-10-002	5480	29-0025003.400
079-14-10-003	5502	29-0025003.401
079-14-00-000.601	R/W 3.541	29-0025003.202
29-0025003.000	81.338Ac – 11.252Ac = 70.086Ac	
29-0025001.400	47.069Ac – 3.304Ac = 43.765Ac	

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2005 DEC -6 PM 1:26
204.00

OR 652 PG 824

316994

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor herein, for the consideration of Ten Dollars ($10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, does, this 9th day of June, 2005, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Parcel I:

Situated in the State of Ohio, County of Union, City of Marysville, and being more particularly described as follows:

Being Lot Numbers Four Thousand Eight Hundred Seventy-two (4872) through Four Thousand Eight Hundred Seventy-six (4876), inclusive, Four Thousand Nine Hundred Ninety-five (4995) through Five Thousand Two (5002), inclusive, Five Thousand Six (5006) through Five Thousand Fourteen (5014), inclusive, and Five Thousand Seventeen (5017) through Five Thousand Twenty-four (5024), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE 1, PART 5, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 5, pages 100 and 101, Recorder's Office, Union County, Ohio.

Parcel II:

Situated in the State of Ohio, County of Union, City of Marysville, and being more particularly described as follows:

Being Lot Numbers Four Thousand Eight Hundred Seventy-seven (4877) through Four Thousand Eight Hundred Eighty-nine (4889), inclusive, Four Thousand Nine Hundred Seventeen (4917) through Four Thousand Nine Hundred Twenty-three (4923), inclusive, Four Thousand Nine Hundred Fifty-two (4952), Four Thousand Nine Hundred Sixty-eight (4968) through Four Thousand Nine Hundred Seventy-five (4975), inclusive, Four Thousand Nine Hundred Seventy-eight (4978) through Four Thousand Nine Hundred Ninety-two (4992), inclusive, and Five Thousand Three (5003) through Five Thousand Five (5005), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE 1, PART 6, as the same are numbered and

ALLIANCE TITLE BOX

delineated upon the recorded plat thereof, of record in Cabinet 5, pages 138 and 139, Recorder's Office, Union County, Ohio.

Prior Instrument Reference: Official Record 259, page 75, Recorder's Office, Union County, Ohio.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted. In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots. It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" -- The Woods at Mill Valley Association, Inc., an Ohio non-profit corporation to be formed by Grantor before the Turnover Date, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" -- the entrance features described in Article IX, Paragraph E of these Restrictions.

I. "Grantor" -- Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other

discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the owners or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Article IV, Paragraph F.

N. "Member" -- any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" -- the premises described on page one and such additional property as may be annexed by amendment to these Restrictions, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" -- the fund that may be established pursuant to Article V.

R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" -- an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" -- the State of Ohio.

U. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D. Establishment of requirements for the development and use of the Property.]

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, 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 or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. 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 shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any

interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entry feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, 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 Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner, and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts by or on behalf of the Association or otherwise.

2. The Association may, in the Board's discretion, obtain and maintain the following 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 trustees' liability insurance to fund the obligations of the Association under Section X.D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, 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 Board may levy a Special Assessment pursuant to Section V to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.

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

V. ASSESSMENTS

A. Reserve Fund. The Board, at is discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in paragraph (c) of this section, the Grantor, 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 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 Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, (which may include amounts, if any, for the 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 Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary: (i) prior to January 1, 2006, in no event shall the Annual Assessments for each Lot exceed $95.00; and (ii) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. 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), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs

that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other 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, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars ($25.00).

2. 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 on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, 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 therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. 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 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of the unpaid portion of the Assessment.

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 years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. 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, that is recorded before the recording of a certificate of lien by the Association.

4. Vote on Association Matters; Use of Common Property. 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 Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her 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 Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

C. 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 Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, 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.

D. Damage to Common Property By Owner or Occupant. If the Common Property 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 Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

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

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No

variance granted pursuant to this Section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Grantor while marketing

the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Grantor; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted. Not more than one storage building may be located on a Lot in addition to the dwelling; provided that any such storage building must be constructed of wood and must not exceed 12 feet in height or 100 square feet in floor area. The exterior of any such building must be finished with either cedar or lap siding, either in a natural finish or stained or painted to match the dwelling constructed on the Lot, and in no event shall the exterior of any such building be exposed plywood or oriented strand board ("OSB"). No storage building shall be located closer than 25 feet to any building line on the recorded plat, except if a Lot has a building line along both the front and rear of the lot, this provision does not apply to the building line along the rear of the Lot. In no event shall any storage building be located closer to any street than the building line shown on the recorded plat.

I. 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 these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, buses, no campers and no mobile homes shall be parked or

stored on any street in the Subdivision, or on any Lot in the Subdivision (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior storage or unenclosed of tools or materials (except no more that two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

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

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

P. Mailbox. Grantor may designate and require a curb side mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the

mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

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

R. Fencing. Fences or walls are permitted in accordance with the following requirements:

1. Fences or walls shall be constructed of wood, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

2. No fence or wall shall be constructed in excess of sixty (60) inches above finished grade.

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

S. Tree Preservation Easement. Within any areas designated "Tree Preservation Easements" on the recorded plat, no building or structures shall be permitted and the removal of all trees in excess of six inches in caliper is hereby prohibited and unless diseased, dead or damaged, or unless good forestry practice supports removal. Utility improvements, including but not limited to storm drainage facilities, may be located within said Tree Preservation Easements, but shall be installed so as to minimize the need to remove trees. The Lot Owner shall be responsible for maintenance of said easements, and shall not alter the grades within the easement area in any way.

T. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article VIII, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna.

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

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment

in, over, and upon the Common Property, 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 these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

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

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

D. 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 Property to perform their duties.

E. Entry Feature. An easement was granted, declared and reserved by Special Warranty Deed of record at OR 294, page 669, Recorder's Office, Union Country, Ohio in favor of the Grantor and the Association over, under and upon a portion of Lots 3248 and 3322 of the Property (the "Entrance Feature Area"), to construct, repair, reconstruct and maintain an entry feature(s) and other improvements. The easement shall run with the land and shall be binding on all future Owners of Lots encumbered by the Entrance Feature Area except as hereinafter set forth.

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

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

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, 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 Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor 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 these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor 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 Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (2/3) of the voting power of all Owners in the Association, provided that the consent of all owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Union County, Ohio.

D. Grantors Rights to Complete Development. Grantor 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 Grantor; (c) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor 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 these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: (i) excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this Section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

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

1. Any proposed amendment of these Restrictions;

2. Any proposed termination of the Association; and

3. Any default under these Restrictions 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.

F. Indemnification. The Association shall indemnify every 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 officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees 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 officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such 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 officer or trustee, or former officer or trustee, may be entitled.

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

H. Enforcement; Waiver. Failure of the Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

J. 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.

IN WITNESS WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

DOMINION HOMES, INC., an Ohio corporation

By: _____
Joseph A. Sugar, III
Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 6th day of June, 2005, by Joseph A. Sugar, III, Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation and joint venture.

Patty G. Crocker
Notary Public

This instrument prepared by:
Grantor

NOTARIAL SEAL STATE OF OHIO

PATTY G. CROCKER
Notary Public, State of Ohio
My Commission Expires
May 9, 2010

TRANSFERRED

JUL 06 2005 TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

MARY H. SNIDER, AUDITOR
This conveyance has been examined and the Grantor complied with section 319.202 of the Revised Code
FEE $ 2005 JUL -6 PM 2:43
EXEMPT $34.00 (N) 172.00

OR621 PG772

316996

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, the Grantor, for valuable consideration paid, grants to MILL VALLEY NORTH ASSOCIATION, INC., an Ohio not-for-profit corporation, whose tax mailing address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, the following real property:

Situated in the State of Ohio, County of Union, Township of Paris, City of Marysville and being more particularly described as follows:

Being Reserve "A" of WOODS AT MILL VALLEY NORTH, PHASE 1, PART 5, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, Slides 100 and 101, Recorder's Office, Union County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, if any, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

ALLIANCE TITLE BOX

IN WITNESS WHEREOF, the said Grantor has hereunto caused these presents to be executed by its duly authorized Members this 9th day of June, 2005.

TRANSFERRED

JUL 06 2005

MARY H. SNIDER, AUDITOR
This conveyance has been examined and the Grantor complied with section 319.202 of the Revised Code.
FEE $
EXEMPT 5047(D)

DOMINION HOMES, INC., an Ohio corporation

By: _____
Joseph A. Sugar, III
Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 9th day of June, 2005, by Joseph A. Sugar, III, Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

Patty G. Crocker
Notary Public

This instrument prepared by: Grantor

TERESA L. MARKHAM
RECORDER, UNION CO.
2005 JUL -6 PM 2:45
28.00

OFFICIAL SEAL
NOTARIAL SEAL
STATE OF OHIO

PATTY G. CROCKER
Notary Public, State of Ohio
My Commission Expires
May 3, 2010

M621 PG775

Re-record to correct legal description

SPECIAL WARRANTY DEED

313080
313250

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor herein, for the consideration of Ten Dollars ($10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, does, this 2nd day of March, 2005, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Situated in the State of Ohio, County of Union, City of Marysville, and being more particularly described as follows:

Being Lot Numbers Five Thousand Five Hundred Twenty-seven (5527) through Five Thousand Five Hundred Thirty-four (5534), inclusive, and Five Thousand Five Hundred Sixty-one (5561) through Five Thousand Five Hundred Ninety-five (5595), inclusive, of THE WOODS AT MILL VALLEY, NORTH, PHASE 1, PART 4, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 5, pages 85 and 86, Recorder's Office, Union County, Ohio.

Prior Instrument Reference: Official Record 289, page 659, and Official Record 184, page 793, Recorder's Office, Union County, Ohio.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted. In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all

ALLIANCE TITLE BOX

OR 601 PG 482

OR 602 PG 364

persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots. It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" -- The Woods at Mill Valley Association, Inc., an Ohio non-profit corporation to be formed by Grantor before the Turnover Date, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for

the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" -- the entrance features described in Article IX, Paragraph E of these Restrictions.

I. "Grantor" -- Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the owners or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Article IV, Paragraph F.

N. "Member" -- any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" -- the premises described on page one and such additional property as may be annexed by amendment to these Restrictions, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" -- the fund that may be established pursuant to Article V.

R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" -- an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" -- the State of Ohio.

U. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D. Establishment of requirements for the development and use of the Property.]

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, 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 or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. 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 shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entry feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, 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 Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner, and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts by or on behalf of the Association or otherwise.

2. The Association may, in the Board's discretion, obtain and maintain the following 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 trustees' liability insurance to fund the obligations of the Association under Section X.D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, 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 Board may levy a Special Assessment pursuant to Section V to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.

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

V. ASSESSMENTS

A. Reserve Fund. The Board, at is discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in paragraph (c) of this section, the Grantor, 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 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 Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, (which may include amounts, if any, for the 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 Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary: (i) prior to January 1, 2006, in no event shall the Annual Assessments for each Lot exceed $95.00; and (ii) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on

indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. 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), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other 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, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars ($25.00).

2. 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 on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, 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 therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. 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 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of the unpaid portion of the Assessment. 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 years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. 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, that is recorded before the recording of a certificate of lien by the Association.

4. Vote on Association Matters; Use of Common Property. 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 Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her 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 Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

C. 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 Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, 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.

D. Damage to Common Property By Owner or Occupant. If the Common Property 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 Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

B. Modifications. Except as otherwise provide in these Restrictions, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be

construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that

might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property, or that might or that does unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Grantor or any other builder in the subdivision from construction activities consistent with reasonable residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Grantor while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Grantor; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted. Not more than one storage building may be located on a Lot in addition to the dwelling; provided that any such storage building must be constructed of wood and must not exceed 12 feet in height or 100 square feet in floor area. The exterior of any such building must be finished with either cedar or lap siding, either in a natural finish or stained or painted to match the dwelling constructed on the Lot, and in no event shall the exterior of any such building be exposed plywood or oriented strand board ("OSB"). No storage building shall be located closer than 25 feet to any building line on the recorded plat, except if a Lot has a building line along both the front and rear of the lot, this provision does not apply to the building line along the rear of the Lot. In no event shall any storage building be located closer to any street than the building line shown on the recorded plat.

I. 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 these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior storage or unenclosed of tools or materials (except no more that two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

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

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

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

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

R. Fencing. Fences or walls are permitted in accordance with the following requirements:

1. Fences or walls shall be constructed of wood, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

2. No fence or wall shall be constructed in excess of sixty (60) inches above finished grade.

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

S. Tree Preservation Easement. Within any areas designated "Tree Preservation Easements" on the recorded plat, no building or structures shall be permitted and the removal of all trees in excess of six inches in caliper is hereby prohibited and unless diseased, dead or damaged, or unless good forestry practice supports removal. Utility improvements, including but not limited to storm drainage facilities, may be located within said Tree Preservation Easements, but shall be installed so as to minimize the need to remove trees. The Lot Owner shall be responsible for maintenance of said easements, and shall not alter the grades within the easement area in any way.

T. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article VIII, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna.

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

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, 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 these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

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

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

D. 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 Property to perform their duties.

E. Entry Feature. An easement was granted, declared and reserved by Special Warranty Deed of record at OR 294, page 669, Recorder's Office, Union Country, Ohio in favor of the Grantor and the Association over, under and upon a portion of Lots 3248 and 3322 of the Property (the "Entrance Feature Area"), to construct, repair, reconstruct and maintain an entry feature(s) and other improvements. The easement shall run with the land and shall be binding on all future Owners of Lots encumbered by the Entrance Feature Area except as hereinafter set forth.

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

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

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, 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 Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor 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 these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that

such additional property is part of the Property. An amendment to these Restrictions made by Grantor 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 Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (⅔) of the voting power of all Owners in the Association, provided that the consent of all owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Union County, Ohio.

D. Grantors Rights to Complete Development. Grantor 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 Grantor; (c) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor 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 these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: (i) excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this Section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

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

1. Any proposed amendment of these Restrictions;

2. Any proposed termination of the Association; and

3. Any default under these Restrictions 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.

F. Indemnification. The Association shall indemnify every 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 officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees 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 officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such 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 officer or trustee, or former officer or trustee, may be entitled.

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

H. Enforcement; Waiver. Failure of the Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

J. 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.

IN WITNESS WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

DOMINION HOMES, INC., an Ohio corporation

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 2nd day of March, 2005, by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation and joint venture.

_____
Notary Public

This instrument prepared by:
Grantor

NOTARIAL SEAL STATE OF OHIO

Deborah A. Sekerak
Notary Public, State of Ohio
My Commission Expires
November 26, 2007

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2005 MAR 30 PM 1:56
168.00

TERESA L. MARKHAM
RECORDER, UNION CO., OHIO
2005 MAR 24 PM 1:33
16400

TRANSFERRED

MAR 24 2005

MARY H. SNIDER, AUDITOR
This conveyance has been examined and the Grantor complied with section 319.202 of the Revised Code
FEE $_____
EXEMPT $21.50 (N)

TRANSFER NOT NECESSARY
MARY H. SNIDER, Auditor
BY: _____

OR 602 PG 382 OR 601 PG 500

SPECIAL WARRANTY DEED 293735

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor herein, for the consideration of Ten Dollars ($10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5501 Frantz Road, Dublin, Ohio 43017, does, this 6th day of October, 2003, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

ALLIANCE TITLE BOX

Parcel I:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows: VMS 5138

Being Lot Numbers Four Thousand Nine Hundred Ninety-three (4993), Four Thousand Nine Hundred Ninety-four (4994), Five Thousand Fifteen (5015), Five Thousand Sixteen (5016) and Five Thousand Twenty-five (5025) through Five Thousand Sixty-four (5064), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE I, PART I, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, slides 45 and 46, Recorder's Office, Union County, Ohio.

Parcel II:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows: VMS 5138

Being Lot Numbers Four Thousand Nine Hundred Fifty-three (4953) through Four Thousand Nine Hundred Fifty-five (4955), inclusive, Four Thousand Nine Hundred Seventy-six (4976), Four Thousand Nine Hundred Seventy-seven (4977), and Five Thousand Sixty-five (5065) through Five Thousand One Hundred Sixteen (5116), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE I, PART 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, slides 50 and 51, Recorder's Office, Union County, Ohio.

Parcel III:

Situated in the State of Ohio, County of Union, Township of Paris, and City of Marysville, and being more particularly described as follows: VMS 5138

OR 503 PG 344

Being Lot Numbers Five Thousand Five Hundred Thirty-five (5535) through Five Thousand Five Hundred Sixty (5560), inclusive, of WOODS AT MILL VALLEY NORTH, PHASE I, PART 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, slides 73 and 74, Recorder's Office, Union County, Ohio.

Prior Instrument Reference: O. R. 184, page 793, O. R. 259, page 75, and Official Record 289, page 659, Recorder's Office, Union County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called

"Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots.

It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – Mill Valley North Association, Inc., an Ohio non-profit corporation to be formed by Grantor before the Turnover Date, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" -- an area located in Reserve "A" of Phase 1, Part 1.

OR 503 PG 346

I. "Grantor" -- Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the Owner or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Section IV(F) of the Restrictions.

N. "Member" -- any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" -- the premises described on page one, such additional property as may be annexed by amendment to these Restrictions, other sections of the Subdivision that have been or will in the future be developed by Grantor and subjected to these Restrictions, or property that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" -- the fund that may be established pursuant to Article V.

R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" -- an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" -- the State of Ohio.

U. "Subdivision" -- the community to be developed on the Property, commonly known as "Woods at Mill Valley North."

V. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the Subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Property;

C. Preservation, beautification and maintenance of the Property and all Improvements; and

D. Establishment of requirements for the development and use of the Property.

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, 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 or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. 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 shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entrance feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (1) reasonable monetary fines which shall be considered Lot Assessments;

(2) suspension of the right to vote as a Member of the Association; and (3) suspension of the right to use the Common Property or any part of the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner as set forth in Section V(F), and shall be included as a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Grantor, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts or omissions by or on behalf of the Association or otherwise.

2. The Association may, in the Board's discretion, obtain and maintain the following 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 trustees' liability insurance to fund the obligations of the Association under Section X(D), (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, 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 Board may levy a Special Assessment pursuant to Section V(D) to cover the additional costs.

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H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Owners, as determined by the Board.

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

V. ASSESSMENTS

A. Reserve Fund. The Board, at is discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in Section V(C), the Grantor, 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 following assessments: (1) Annual Assessments; (2) Special Assessments; and (3) 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 Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association, and the ownership and operation of the Common Property (which may include amounts, if any, for the 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 Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary: (1) prior to January 1, 2004, in no event shall the Annual Assessments for each Lot exceed $75.00; and (2) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. 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), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other 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, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars ($25.00).

2. 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 on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, 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 therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. 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 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, and the amount of the unpaid portion of the Assessment. 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 years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction. 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, that is recorded before the recording of a certificate of lien by the Association.

4. Vote on Association Matters; Use of Common Property. 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 Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her 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 Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and said Lot remains in disrepair for a period of 30 days after notification by the Grantor or the Association to said Owner, 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 Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, 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.

D. Damage to Common Property By Owner or Occupant. If the Common Property 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 Property adjacent to such Lot.

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

B. Modifications. Except as otherwise provided in these Restrictions, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any permanent recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the

nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor, its members and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes; provided, however, that the foregoing shall not prohibit the operation of builders' model homes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the Subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by builders for construction management and related uses during the construction of homes within the Property.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the

provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) marketing signs installed by the Grantor and its members while marketing the Lots and residences for sale; (2) street and identification signs installed by the Association or the Grantor; and (3) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. Neither open storage nor storage buildings, barns or sheds of any kind shall be permitted on any Lot. This section shall not apply to any storage as may be necessary or appropriate during the construction of residences on the Lots.

I. 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 these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to

levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior or unenclosed storage of tools or materials (except no more that two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

K. Trash. Except for the reasonably necessary activities of the Grantor or its members during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, and screened from view.

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

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

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

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Design Review Board.

R. Fencing. No fence or wall shall be constructed or placed on any Lot, except as provided in Section VIII(S) below; provided, however, that ornamental fences that do not exceed three (3) feet in height and are integrated with a landscape design shall be permitted with approval of the Design Review Board. Any fencing installed by Grantor or the Association on any Common Property or within the Entrance Feature Area shall not be subject to the provisions of this Section VIII(R) and Grantor or the Association shall have the right to maintain or replace such fencing.

S. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Section VIII(S) shall not be intended to prohibit the installation of a hot tub or sauna. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence of a height greater than provided for under Section VIII(R) above, then such higher fence shall be permitted notwithstanding any provision of said Section VIII(R) to the contrary, provided such higher fence shall be subject to prior written approval of the Design Review Board as to design and location on the Lot. All other restrictions set forth in Section VIII(R), including but not limited to construction and construction material, setbacks and repair and maintenance shall extend to any fencing around in-ground pool areas.

T. Alteration of Grade. Without the prior written consent of Grantor, 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.

U. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the Subdivision: (1) outdoor clotheslines; (2) window air conditioning units on any window facing the street; and (3) metal swings or play sets.

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, 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 these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

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

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

D. 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 Property to perform their duties.

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

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

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, without the consent of any other Owners, if such amendment is: (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (3) necessary to conform to the requirements of United States Federal Housing Administration, or (4) 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 Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor 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 these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor 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 Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (2/3) of the voting power of all Owners in the Association, provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Union County, Ohio.

D. Grantor's Rights to Complete Development. Grantor, and the members of Grantor, shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Grantor; (3) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor 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 these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

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

1. Any proposed amendment of these Restrictions;

2. Any proposed termination of the Association; and

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

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

F. Indemnification. The Association shall indemnify every officer and 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 officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees 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 officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such 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 officer or trustee, or former officer or trustee, may be entitled.

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

H. Enforcement; Waiver. Failure of the Grantor, any member of Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

J. 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.

IN TESTIMONY WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed and acknowledged before me this 6th day of October, 2003, by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

Patty G. Crocker
Notary Public

This Instrument Prepared By:
Grantor

PATTY G. CROCKER
Notary Public, State of Ohio
My Commission Expires
Feb. 26, 2005

BETHEL L. TEMPLE
RECORDER

2003 NOV 12 AM 10:07

172.00

TRANSFERRED

NOV 10 2003

AUDITOR
This Conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.
FEE $
EXEMPT X KMA

OR 503 PG 363

ALLIANCE TITLE BOX

QUIT CLAIM DEED

298296

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio corporation, the Grantor, for valuable consideration paid, grants to MILL VALLEY NORTH ASSOCIATION, INC., an Ohio not-for-profit corporation, whose tax mailing address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, the following real property:

Situated in the State of Ohio, County of Union, Township of Paris, City of Marysville and being more particularly described as follows:

Being Reserve "A" of WOODS AT MILL VALLEY NORTH, PHASE 1, PART 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 5, Slides 48 and 46, Recorder's Office, Union County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, if any, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

IN WITNESS WHEREOF, the said Grantor has hereunto caused these presents to be executed by its duly authorized Members this 30th day of January, 2004.

TRANSFERRED

MAR 0 1 2004

AUDITOR
This Conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.
FEE $
EXEMPT X EMA

Parcel No- 29-00350004.144
Map No- 029-15-001-000

DOMINION HOMES, INC., an Ohio corporation

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

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

Patty S. Goode
Notary Public

BETHEL L. TEMPLE
RECORDER, UNION CO., OHIO

This instrument prepared by:
Grantor

2004 MAR -1 PM 2:30
28.00
PATTY C. GOODE
Notary Public, State of Ohio
My Commission Expires
Feb. 26, 2005

OR525 PG536