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DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND LIENS FOR EVANS FARM
for
Residential Lots without Alleys

This is a Declaration of Covenants, Easements, Restrictions, Assessments and Liens made on this 24th day of OCTOBER, 2017 ("Declaration"), by **Evans Farm Land Development Company, LLC**, an Ohio limited liability company ("Developer").

Background

A. Developer is the owner in fee simple of the following REAL PROPERTY, generally being **142** lots ("Subdivision"):

Evans Farm Section 1, Lots 8461 to 8602, both inclusive, and Reserves "A" through "G" (8603 through 8609), both inclusive, as shown on the plat filed with the Delaware County, Ohio Recorder's Office in Plat Cabinet 5, Slides 51-51Q, BK 1533 / PG 1377-1394 on October 16, 2017.

The **51** lots numbered **8552** through **8602**, both inclusive, are not on alleys, and will be subject to this Declaration. To account for the different responsibilities involved in maintaining, repairing and replacing the alleys within the subdivision, **91** lots on alleys, numbered **8461** through **8551**, both inclusive, will be subject to another declaration and homeowners association, and not this Declaration.

B. The real property is part of, subject to, and controlled by a Master Declaration of Covenants, Easements, Restrictions Assessments and Liens for Evans Farm Subdivision filed 10-24-17, 2017 with the Delaware County Recorder's Office, Volume 1535, Page 803 ("Master Declaration"). It is intended that this Declaration fully comply with, and to the extent required fully incorporate the terms, conditions, covenants, easements and restrictions set forth in the Master Declaration. The term Master Owners Association shall have the same meaning under this Declaration as under the Master Declaration.

It is further recognized by Developer that this real property is also part of, controlled by and subject to a Declaration of Evans Farm New Community Authority Covenants and Restrictions filed with the Delaware County Recorder's Office on _____, 2017, Volume _____, Page _____ ("Evans Farm NCA Declaration"). It is also intended that this Declaration fully comply with and to the extent required fully incorporate the covenants and restrictions of the Evans Farm NCA Declaration.

C. Developer desires to develop the Subdivision and additional adjacent land to be platted at a later date as an attractive, walkable, human-scale development focused on sustainability, quality of life and outdoor living for the benefit of future owners of the lots therein and for Developer as well, and for said purpose to create and establish restrictions, easements and protective covenants; to establish a homeowners association ("Association") to assist in the development and operation of said Subdivision and in the administration of the terms and conditions herein contained; and, to retain in the Master Declaration and Developer, or the homeowners association, as provided herein, plan approval of the residences to be constructed on said lots.

D. Developer intends, during the course of development of the Subdivision, to construct an entranceway to the Subdivision on or along Lewis Center Road, as noted and described in plans for the Subdivision, and to install fencing, signage, landscaping, and may install lighting, at said entranceway, to provide for the servicing and maintenance of the improvements, landscaping, and grass at the entranceway for the benefit of Developer as well as the Lot Owners in the Subdivision.

E. Developer may designate certain lots or areas as Common Areas for the use and enjoyment of all Lot Owners, and convey title to such Common Areas to the Association.

Covenants, Restrictions, Easements, Assessments and Liens

NOW, THEREFORE, Developer hereby declares that the Lots, entranceway, Streets and Common Areas shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions which are for the purpose of providing a uniform plan for the improvement, development, use, occupancy and enjoyment of said Lots in the Subdivision, preserving the Lots as a harmonious, desirable Subdivision, and protecting the values and desirability of the Lots. These Covenants, Easements, Restrictions, Assessments and Liens shall run with the Lots, and each part thereof, and be binding on all parties having any right, title or interest in the Lots, or any part thereof, and their respective personal representatives, heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Developer, by each Lot Owner, and their respective personal representatives, heirs, successors and assigns, and by the Association. The following residential area covenants, in their entirety, shall apply to all the numbered Lots of Evans Farm Section 1, and as developed and subjected to this Declaration, future phases.

ARTICLE I
DEFINITIONS

(A) "Association" means Evans Farm Homeowners Association 2, its successors and assigns.

(B) "Common Area" means all real property owned by the Association and designated by the Association for the common use and enjoyment of the Lot Owners.

(C) "Developer" means Evans Farm Land Development Company, LLC, a limited liability company organized and operating under the laws of the State of Ohio.

(D) "Lot" means each residential lot not on an alley on the recorded Subdivision plat referred to above with the exception of the Common Areas and any area designated as "Reserve" or "Open Space."

(E) "Lot Owner" means the record owner(s) of a fee simple title, in whole or in part, to any Lot, but shall not include those holding title merely as security for the payment of a debt or the performance of an obligation. For the purposes of this Declaration, unless the context mandates to the contrary, the record owners of the fee simple title to a Lot shall collectively, and jointly and severally, be considered to be a single Lot Owner of the Lot.

(F) "Maintenance" means the exercise of reasonable care to keep entranceways, easements, buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

(G) "Member" or "Members" means every person or entity who holds membership in the Association by virtue of being a Lot Owner.

(H) "Streets" mean the private streets to be constructed by Developer in accordance with approved plans. Said private streets are to be turned over to the Association referenced herein for their ultimate control, maintenance and repair. As of the recording of this Declaration of Covenants, Easements, Restrictions, Assessments and Liens, the Developer anticipates just one private street in a future section of Evans Farm that the Developer expects to call Market Street and use for such functions as farmers' markets.

(I) "Subdivision" means the subdivided real property herein described, specifically the Real Property described in Recital A above, and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

ARTICLE II
THE ASSOCIATION

(A) FORMATION: Simultaneously with its execution hereof, Developer shall establish an Ohio not-for-profit corporation, named Evans Farm Homeowners Association 2 (the "Association"), to administer the maintenance of the entranceway, any Streets within the Subdivision, all lawns on the fee simple lots and all grass and landscaping in the Common Areas. The Members of the Association are and shall be Lot Owners, and the Association's purposes are and will be to maintain the entranceway, any Streets within Subdivision, all grass and landscaping in the Common Areas and to enforce restrictions and conditions under which the maintenance will be carried out, and to enforce the terms and conditions of this Declaration, all as set forth herein. The Association may, by a majority vote, elect to be exempted from taxation as an exempt association pursuant to IRS Reg. §1.528-8. Further, land adjacent to Evans Farm Section 1, specifically additional land to be platted, may be added to the plan created by this Declaration to take advantage of the economies of scale and thereby to reduce costs for each Lot and to accomplish similar objectives.

(B) ASSOCIATION MEMBERS: Every Lot Owner shall become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Each Lot Owner, including Developer, shall be entitled to one (1) vote on each matter submitted to vote of the Members for each Lot owned by him, her or it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one (1) vote.

(C) BY-LAWS AND RULES AND REGULATIONS: The Association may enact at any time, and from time to time, by-laws to govern the affairs of the Association and reasonable rules and regulations concerning maintenance and use of the entranceway, any Streets within Subdivision, and all grass and landscaping in the Common Areas and commonly owned facilities. Each Lot Owner agrees to abide by and comply with any such rules and regulations.

(D) MASTER DECLARATION: Notwithstanding anything herein to the contrary, nothing herein is intended to be contrary to the requirements and provisions of the Master Declaration referred to above. Pursuant to the terms of that Master Declaration, each Lot Owner shall become a member of the Evans Farm Master Owners Association. To the extent that there are any contrary provisions, the Master Declaration will control over this Declaration, with the Developer reserving the rights to amend this Declaration in the same manner as the Developer may amend the Master Declarations.

(E) EVANS FARM NEW COMMUNITY AUTHORITY: Notwithstanding anything herein to the contrary, nothing herein is intended to be contrary to the requirements and provisions of the Evans Farm NCA Declaration, as defined above. Pursuant to the terms of that Evans Farm NCA Declaration, each Lot Owner shall be subject to its terms. To the extent that

there are any contrary provisions, the Evans Farm NCA Declaration will control over this Declaration.

ARTICLE III
RESTRICTIONS

(A) USE OF LOTS: Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. No Improvements may be constructed by a Lot Owner on any Lot, until and unless the plans therefor have been approved by the Architectural Review Board ("A.R.B."), as provided in the Master Declarations (or the Developer if the A.R.B. has not yet been established).

(B) USE OF COMMON PROPERTY: Any Common Property may be used only in accordance with the purposes for which it is intended and/or any applicable revisions thereto. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Lots, and shall comply with the provisions of this Declaration, the Master Declaration, and the laws of the State.

(C) SUBMISSION OF PLANS:

(1) APPROVALS: Developer shall retain all rights of plan approval until the sale and completion of construction on all lots in Evans Farm Section 1, at which time an Architectural Review Board ("Architectural Review Board" or "A.R.B.") shall be formed by Developer, or the Master Association, for the purpose of enforcing the Design and Sustainability Standards, as defined in the master Declaration, and establishing and maintaining such other specific architectural guidelines and standards for the development of all said Lots within the Subdivision as determined by the A.R.B. Upon the creation of the A.R.B. every reference in this subsection (C)(1), (E) and (R), to Developer shall mean A.R.B. (Notwithstanding anything to the contrary, herein, all requirements as to plan approval set forth in the Master Declaration shall also be applicable, in addition to the plan approval set forth in this paragraph.)

No tree removal, excavation, construction or other site work, which would alter the Lot from its condition when purchased, shall be commenced, except for imminent use for the construction of a residence on a Lot. No materials shall be stored on any Lot by the Lot Owner, or his agents, heirs, successors or assigns, nor shall any substantial change or alteration thereof be made to a residence or structure previously constructed pursuant to this section, unless the same shall be done strictly in accordance with the plat, building plan and specifications thereof which the Developer, or the A.R.B., as the case may be, shall have approved in writing prior to the commencement of any such work or use.

Each Lot Owner shall be required to submit two (2) sets of complete building and site plans with specifications for the building(s) and structure(s) intended to be erected on a Lot, to the Developer, or the A.R.B., as the case may be, setting forth the general arrangements of the interior and exterior of the building and/or structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements, such as decorative walls, chimneys, driveways and walkways, and detailing the location of the building and/or structure on the Lot, including setbacks, driveway locations, garage openings, orientation of the building and/or structure to the topography and conformance with the grading and drainage plan. In addition, Lot Owner shall provide proof of approval under the applicable terms of the Master Declaration. Approval shall not be unreasonably withheld if, among other factors, the proposed improvements, including design, exterior materials and colors, are harmonious with improvements on neighboring Lots, and the same comply with all the restrictions herein and all applicable laws. If the Developer approves the plans, it shall note its approval on such plans and specifications and shall return one (1) set to the applicant and retain one (1) set. If the Developer or the A.R.B., as the case may be, disapproves said plans and specifications, one set shall be returned to the applicant, who may revise and resubmit said plans and specifications until approval is received. The provisions of this paragraph shall not apply to any interior change, alterations, arrangement or decoration.

Each Lot Owner, by acceptance of a deed to a Lot, further acknowledges that in considering plans and specifications submitted, the Developer or the A.R.B., as the case may be, will take into consideration plans and specifications already approved, or in the process of being reviewed for approval, of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the aesthetic and/or economic value of neighboring Lots and the overall development of the Subdivision. Each Lot Owner, by acceptance of a deed to a Lot, acknowledges that the Developer or the A.R.B., as the case may be, may require submission of samples of materials to be used in the construction of said residence as a condition of the approval of said plans and specifications. Each Lot Owner further acknowledges that the Developer or the A.R.B., as the case may be, shall not be responsible or liable to said Lot Owner or to any other owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses to any Lot Owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

(2) ARCHITECTURAL REVIEW BOARD: The A.R.B. shall be established as provided under the Master Declaration.

(D) HAZARDOUS ACTIONS OR MATERIALS: Nothing shall be done or kept in or on any Lot or in or on any portion of the Common 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 unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the

Developer or homebuilders from construction activities consistent with their construction practices, nor any Lot Owner from any permitted non-residential use on a non-residential Parcel.

(E) SIGNS: No signs of any character shall be erected, posted or displayed upon the Real Property, except: (i) marketing signs installed by a Developer while marketing the Lots and residences for sale; (ii) subdivision, Development Phase or other appropriate entry signage, and internal street, traffic control and identification signs installed by the Master Owners Association, Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) signage approved by the Developer and permitted under applicable zoning/signage ordinances in connection with the use of the non-residential Parcels. All street signs shall meet the design standards established by Developer, and, subject to controlling governmental regulations, shall be located only where approved by the Developer.

(F) NUISANCES: No noxious or offensive trade or activity shall be permitted on the Real Property or within any dwelling located on the Real Property.

(G) BUSINESS: No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Lots without the prior written approval of the Developer or Association. The provisions of this Section shall not prohibit a Lot Owner or resident from conducting a "home business" which does not involve non-resident employees at, or retail sales to customers visiting, the Lot from which such home business is conducted.

(H) STORAGE: No open storage of any kind is permitted on any Lot. No storage buildings of any kind are permitted on Lots including without limitation, sheds or barns, unless approved by the A.R.B.

(J) ANIMALS: No animals, birds, insects, reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other household pets which are customarily kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. Vietnamese pigs, homing pigeons and other novelty animals are prohibited. No more than three (3) dogs or two (2) cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age. No such animal shall be permitted off the Lot of the Owner of such animal, except if properly leashed. No animal shall be permitted to remain outside of the residence overnight or for a period of time longer than twelve hours.

(K) VEHICLES: Except within a garage, no automobile or motor-driven vehicle shall be left upon any Lot for a period longer than seven (7) days in a condition where it is not able to be operated upon the public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the Subdivision and shall be removed thereon. The cost of such removal shall be borne by Lot Owner and may be assessed against Lot. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be

parked or stored on any Street, on any Lot (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.

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

(L) ANTENNAE; CLOTHESLINES: No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one meter, erected or installed to minimize visibility from the street which the dwelling fronts. No outdoor clotheslines shall be permitted on any Lot, nor shall the outdoor drying of laundered clothes on structures or improvements other than "clotheslines" (but which serve the same purpose), be permitted.

(M) UTILITY LINES: All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

(N) TANKS; WELLS: No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. No wells of any sort or description shall be permitted on any Lot.

(O) STREET TREES: Street trees (2) shall be installed along the street in front of each Lot, subject to the prior approval or specification of the Developer or the A.R.B. and located consistent with the Development Plan approved by the Developer in accordance with the Master Declaration. Each Lot Owner shall be responsible for caring for (and if necessary, replacing with a like kind tree) such street tree or trees at their expense. The Developer may implement street tree planting requirements relative to non-residential parcels.

(P) MAILBOX: The Developer in accordance with the Master Declaration shall designate a uniform style of curbside mailbox for all Lots, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity to all Development Phases. (If available, Developer herein may locate mailboxes in a common area.) If any mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall

repair or replace such mailbox with another of a like kind, design, pattern and color as designated by Developer.

(Q) YARD LIGHTS AND LAMP POSTS: All yard lights and lampposts shall conform to the design and location standards set forth by the Developer, in accordance with the Master Declaration.

(R) FENCING: The A.R.B. shall have the authority to establish standards according to which fencing and walls may be permitted. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or permit fencing or walls of certain types or in certain areas, and to prohibit or permit fencing or walls of certain types in certain areas. The A.R.B. may establish, and all fencing and walls shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool enclosure fencing or other types of fencing. If fencing or walls are permitted, all fence or wall plans must be approved by the A.R.B. and the Developer, in writing, prior to the installation thereof.

(S) SWIMMING POOLS; RECREATIONAL STRUCTURES: 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 III, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna. If an in-ground pool is installed on any Lot, all fencing around said pool shall meet the A.R.B. and Developer or Association's standards. All swing sets, teeter-totters, marry-go-rounds, sand boxes, play houses, forts and any and all other forms of children's recreational structures, to the extent permitted, shall not be located on any side or front yard. Written consent for any such structure shall first be obtained from Developer or the Association.

(T) LAKES AND PONDS: No Owner or any other person, shall have access to, or the right to use, any lake, pond, stream or other body of water in or adjacent to the Subdivision for boating, swimming, fishing or any other purpose without the written permission of the Developer or the Master Owners Association.

(U) ENTRANCE WALLS, FENCING, SUBDIVISION IDENTIFICATION SIGNS, EARTHEN MOUNDS AND LANDSCAPING: The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed on, over, under or through any of the Lots, or by any homebuilder, shall not be removed or changed except by the Developer, in accordance with the Master Declaration, or by a homebuilder with consent of one of the above, who shall have the right to enter the Lots to do so. They shall be maintained in good condition by the Association, or, if not, by the Owners of Lots on which such features are located.

(V) TREE REMOVAL: No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the A.R.B. and Developer or Association. Any tree removed contrary to the provision hereof shall be replaced at a location and with a tree or

trees (all as approved by the A.R.B. and Developer or Association) of comparable caliper and species of the tree so removed. There may also be levied fines against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this section. The fines may be assessed by the Master Owners Association, Developer or Association and the amount of such a fine shall be discretionary, but in any event shall not exceed the greater of two times the measurable economic gain to the Owner of having the tree(s) removed, or $1,500.00.

(W) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building(s) erected upon the Lot and not viewable from either the street or adjoining Lots. This restriction refers specifically, but not exclusively, to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

(X) GRADING AND DRAINAGE: 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 configurations. The finished grade of any Lot or Lots, or parts thereof, shall comply with the finished grading and drainage plan as set out in the master plan of the Subdivision, subject to modification by the County Engineer's Office.

ARTICLE IV
OBLIGATIONS OF LOT OWNERS TO REPAIR AND REBUILD

Each Lot Owner shall, at such Lot Owner's sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition at the time of its initial construction excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Lot Owner, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months of commencement, unless prevented by causes beyond the control of the Lot Owner.

ARTICLE V
ACCEPTANCE

By accepting a deed to any of the Lots, a grantee accepts the same subject to this Declaration, the Master Declaration, and the Evans Farm NCA Declaration, and agrees for himself or herself, his or her heirs, successors and assigns to be bound jointly.

ARTICLE VI
MAINTENANCE

(A) MAINTENANCE OF ENTRANCEWAY, PRIVATE STREETS, AND ALL GRASS AND LANDSCAPING OF COMMON AREAS BY DEVELOPER AND ASSOCIATION: Until the Turnover Date under the Master Declaration, Developer shall be responsible for the reasonable and proper maintenance of the entranceway, Streets, and all grass and landscaping of Common Areas. No later than the January lst immediately following the Turnover Date, the Developer covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the said entranceway, Streets, and all grass and landscaping of Common Areas. Until such Turnover Date, all improvements and maintenance costs in connection with the foregoing shall be completed by Developer and paid for with an initial assessment in an amount determined by the Developer as to each Lot, to be paid by the Lot Owner upon purchase and ongoing thereafter, and to be paid by Developer as to each Lot, upon sodding/seeding of the lawn. No assessment shall be initially due as to any Lot that has no seed/sod. Improvements shall include such fencing, walls, lighting, landscaping and signage and other attributes as Developer, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. Developer, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association and, when permitted by law, shall convey ownership of any Lots, Streets, or Common Areas to the Association. Each Lot Owner shall be responsible for maintenance of his Lot and any easements thereon, unless the responsibility of such maintenance has been expressly assumed by the Association in writing. Following the Turnover Date, the Association may determine no less than annually, the extent to which the Association shall be involved in the maintenance and landscaping of the individual Lots.

(B) ALTERATIONS: Once the Association has assumed the responsibility for maintaining the entranceway, Streets, and Common Areas, no building, wall, fence, other structure or landscaping shall be added to or removed from the entranceway, Streets, and Common Areas, without the express consent, in writing, of the Association. Such consent shall be provided for by the Association according to its rules and regulations established for maintenance of the entranceway, Streets, and Common Areas.

(C) AUTHORITY TO ASSIGN OR ENTER INTO CONTRACTS: Any of the rights, powers, duties and obligations of the Association, which in this instrument are to be assumed by the Association, may, after such assumption, be assigned or transferred by the Association to any one or more corporations, associations or entities which shall agree to assume said rights, powers, duties and obligations and carry out and perform the same. Further, the Association shall have the power and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

ARTICLE VII
ASSESSMENTS

(A) ASSESSMENTS FOR OPERATIONS AND CAPITAL IMPROVEMENTS: The Association shall be empowered to collect assessments for the promotion of the health, wealth, safety, welfare and recreation of its Lot Owners, and for the improvement and maintenance of the entranceway, Streets, and Common Areas. Annual assessments shall include expenses of, and the Association shall acquire and pay for out of funds derived from annual assessments, the following:

(a) Maintenance of the entranceway, Streets, and other Common Areas.

(b) Construction, repair or replacement of capital improvements to the entranceway, Streets, and Common Areas.

(c) Payment of real estate taxes on the entranceway, Streets, and Common Areas.

(d) Necessary utility service for the entranceway, Streets, and Common Areas.

(e) Acquisition of furnishings and equipment for the entranceway, Streets, and Common Areas as may be determined by the Developer or by the Association, as the case may be.

(f) Liability insurance in such limits as determined by the Developer or the Association, as the case may be, insuring the Developer and/or Association against any and all liability to the public, to any Lot Owner, or to the invitees or tenants of any Lot Owner arising out of their occupation or use of the Common Areas.

(g) Property and casualty insurance, if appropriate.

(h) Workers' Compensation insurance to the extent necessary to comply with applicable law, and any other insurance including "directors and officers" insurance as deemed necessary by the Association.

(i) A standard fidelity bond covering all members of the Board of Directors, and all other employees, of the Association.

(j) Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or By-laws of the Association, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the maintenance of the lawns and operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

(k) Creation of reserves.

(B) LEVY OF ASSESSMENTS: Any assessments established by the Association (except as set forth in Article VI(A) above), from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method of calculation of the amount assessed against each Lot, and the time when the same is due. The assessment may be billed in a lump sum or in installments, as the Association shall in its sole discretion determine. No assessment shall become due and payable

unless written notice has been sent or delivered to the Lot Owner obligated to pay the same at least thirty (30) days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

Notwithstanding the foregoing, for the purpose of providing funds for maintenance, repairs and improvements of the entranceway, Streets, lawns and Common Areas, and expenses and costs incurred by the Association, the Association may, prior to January 1 of each year, determine an estimated budget for the following calendar year and establish an equal assessment as to each Lot, payable in advance, annually or in such periodic installments as the Association determines.

(C) LIENS: In the event any amount so assessed or levied is not paid when due and remains in arrears for more than thirty (30) days, the Association may charge interest on the entire unpaid balance at the highest rate of interest then permitted by law or such lower rate as the Association may from time to time determine, and cause to be filed with the Delaware County, Ohio, Recorder, a notice of lien describing the Lot, the assessment amount and interest due, costs, and reasonable attorney fees, and executed in accordance with the formalities then required to record a lien against real estate. All assessments, together with interest, costs and reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest, costs and attorney fees, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due.

(D) CERTIFICATES: Upon written demand by a Lot Owner, the Association shall, within a reasonable period of time, issue and furnish to each Lot Owner a certificate stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all assessments and installations thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot which is the subject of the certificate.

(E) INDIVIDUAL LOT ASSESSMENTS: Each Lot Owner shall comply, or cause compliance with, all covenants, requirements, and obligations contained herein, including all rules and regulations promulgated by Developer or the Association, the Master Declaration and the Evans Farm NCA Declaration, as the case may be. Upon the failure of a Lot Owner to comply with such covenants, requirements and obligations, rules and regulations, the Developer or the Association, the Board of the Master Association, or the Board of the Evans Farm NCA Declaration, as the case may be, in addition to any enforcement rights they may have hereunder, may take whatever action it deems appropriate to cause compliance, including, without limitation, repair, maintenance and reconstruction activities, and the removal of improvements or

any other action required to cause compliance with this Declaration. All costs incurred by Developer or by the Association, the Board of the Master Association, or the Board of the Evans Farm NCA Declaration, as the case may be, in procuring such compliance including reasonable attorney fees, together with the interest at such lawful rate, as may be established from time to time, shall be immediately due and payable by the Lot Owner(s) to the Developer or the Association, the Board of the Master Association, or the Board of the Evans Farm NCA Declaration as the case may be, and the Developer or the Association, or the Board of the Master Association, or the Board of the Evans Farm NCA Declaration shall be entitled to a valid lien as security for the payment of such costs incurred and the interest therein, which lien shall be filed in the office of the Delaware County, Ohio Recorder.

(F) LIENS SUBORDINATE: Notwithstanding the provisions of the foregoing paragraph, the lien of any assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Developer or the Association, the Board of the Master Association, or the Board of the Evans Farm NCA Declaration arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to such Lot.

ARTICLE VIII
EASEMENTS

(A) EASEMENTS OF ENJOYMENT: Every Lot Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Lot, which rights and easements shall be appurtenant to and shall pass with the title to a Lot, subject to the right of the Developer or the Association to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Lot. Any Lot Owner may delegate that Lot Owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that Lot. This right is subject to the right of the Developer or the Association, as the case may be, to (1) suspend the right of use of recreation facilities or Common Areas and the voting rights of any Lot Owner for periods during which assessments against said Owner's Lot remain unpaid, and the right, after hearing by the Developer or the Association, as the case may be, to suspend such rights for a period of time as deemed appropriate by the Developer or the Association, as the case may be, for violation of the rules and regulations; and (2) to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility, for such purposes and subject to any conditions as may be agreed on by the Lot Owners.

(B) EASEMENTS FOR DRAINAGE: Easements for the installation and maintenance of drainage channels and facilities are reserved as shown on the recorded plat and other instruments of record. Within the limits of these Drainage Easements, the grade specified

on the master grading plan must be complied with, and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation, or maintenance of the utilities, or which may change the direction of the flow of drainage channels or may obstruct or retard the flow of water through drainage channels within the Drainage Easements. The easement area of each Lot shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility is responsible, or unless otherwise provided in this Declaration.

(C) EASEMENTS FOR UTILITIES: In addition to the foregoing, there is hereby created upon, over and under all of the Subdivision easements to the Developer and to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Developer and the Association to grant to the providing company permission to construct and maintain the necessary equipment, wires, circuits, conduits, water lines, pipes, etc. on, across and under the Subdivision, so long as such equipment, wires, circuits, conduits and pipes do not unreasonably interfere with the use and enjoyment of the Subdivision property or any Lots and are located underground. Should any company furnishing a service request a specific easement by separate recordable document, the Developer or the Association, as the case may be, shall have the right to grant such easement without conflicting with the terms hereof.

(D) EASEMENT FOR SERVICES: A nonexclusive easement is hereby granted to all police, fire fighters, ambulance operators, mail carriers, delivery people, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas and Streets in the performance of their duties.

(E) EASEMENTS RESERVED TO DEVELOPER: Nonexclusive easements are hereby reserved to Developer, its successors and assigns, over and upon the Common Areas (a) for access of and for the purpose of completing improvements for which provision is made in this Declaration, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Lot purchasers, and (c) for the initial sales period, to maintain one or more Lots for construction, sales and management offices and for storage and maintenance, and parking areas for construction and sales purposes.

All rights and easements reserved to Developer, its successors and assigns, pursuant to this paragraph, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Lot Owners.

(F) POWER OF ATTORNEY: Each Lot Owner, by acceptance of a deed to a Lot, appoints Developer or the Association, as the case may be, his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Lot Owner, such deeds of

easement and other instruments as may be necessary or desirable, in the sole discretion of the Developer or the Association or its authorized representative, to further establish or effectuate the easements provided for in the preceding paragraph. This power is for the benefit of each and every Lot Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

(G) GENERAL: The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot. Said easements and covenants shall also relate to the entranceway for the benefit of and to protect the interests of the public, Developer, the Association, each Lot Owner, and their respective personal representatives, heirs, successors and assigns. Such easements shall at all times be open and accessible to public and quasi-public utility companies, their employees and contractors and shall also be open and accessible to Developer, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements were reserved.

ARTICLE IX
MISCELLANEOUS

(A) TERM: These covenants are to run with the Lots and shall be binding on all Lot Owners for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Lot Owners is recorded, agreeing to change said covenants in whole or in part.

(B) ENFORCEMENT: Enforcement of the provisions of this Declaration shall be by proceedings in law or in equity, or both, by any Lot Owner, Developer, or the Association, against any person or persons violating or attempting to violate any covenant, restriction or prohibition of this Declaration, or failing to honor an obligation imposed herein, either to restrain violation, compel performance, or recover damages, including reasonable attorney fees and costs. No failure to object to any violations of any covenant, restriction or prohibition or to enforce any covenant, restriction or prohibition shall be deemed a waiver of the right to do so thereafter, either as to the same violations or as one occurring prior or subsequent thereto. If the Developer or the Association establishes by rule a procedure for dispute resolution, no action may be taken hereunder until such procedure is complied with.

(C) SEVERABILITY: Each of the provisions, covenants, restrictions and prohibitions contained herein is independent and separate and in the event any one or more shall, for any reason, be held invalid or unenforceable all those remaining shall nevertheless remain in full force and effect.

WITNESS its hand this 24TH day of OCTOBER, 2017.

EVANS FARM LAND DEVELOPMENT COMPANY, LLC, an Ohio limited liability company

By: Daniel W. Griffin, Manager

By: J. Anthony Eyerman, Manager

Exhibit A – Code of Regulations

STATE OF OHIO
COUNTY OF DELAWARE, SS:

BE IT REMEMBERED, That on this 24TH day of OCTOBER, 2017, before me, the subscriber, a Notary Public in and for said state, personally came Daniel W. Griffin, Manager of Evans Farm Land Development Company, LLC, an Ohio limited liability company, and acknowledged the signing of this document to be his and its voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

NOTARIAL SEAL STATE OF OHIO

ANDREW P. WECKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

STATE OF OHIO
COUNTY OF DELAWARE, SS:

BE IT REMEMBERED, That on this 24th day of OCTOBER, 2017, before me, the subscriber, a Notary Public in and for said state, personally came J. Anthony Eyerman, Manager of Evans Farm Land Development Company, LLC, an Ohio limited liability company, and acknowledged the signing of this document to be his and its voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

ANDREW P. WECKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

CONSENT AND SUBORDINATION OF LENDER

The Richwood Banking Company, as the holder of a mortgage on the real estate described in this Declaration, hereby consents to this Declaration and subordinates its mortgage of record in Official Record Book 1427, Pages 1909-1928 of the Recorder's Office of Delaware County, Ohio to the terms of this Declaration; provided, however, that such subordination shall not be construed as a subordination of its lien to the liens contemplated by Article VII of this Declaration.

The Richwood Banking Company

By: _____
Kent Kramer, Vice President

Acknowledgement

State of Ohio)

County of Delaware) ss:

The foregoing instrument was acknowledged before me this **24th** day of **October, 2017**, by **Kent Kramer** a vice president of **The Richwood Banking Company,** on behalf of the company.

NOTARIAL SEAL STATE OF OHIO

ANDREW P. WECKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

_____
Notary Public

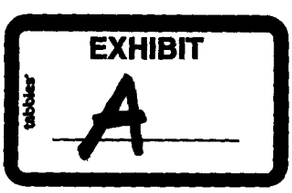
THIS INSTRUMENT PREPARED BY: MANOS, MARTIN & PERGRAM CO., LPA, 50 NORTH SANDUSKY STREET, DELAWARE, OHIO 43015-1926. 740-363-1313.

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CODE OF REGULATIONS

OF

EVANS FARM HOMEOWNERS ASSOCIATION 2,
An Ohio Nonprofit Corporation



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CODE OF REGULATIONS

OF

EVANS FARM HOMEOWNERS ASSOCIATION 2

ARTICLE I. NAME AND LOCATION

The name of the corporation is Evans Farm Homeowners Assocation ("the Association"), which nonprofit corporation is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio as the owners' association for Evans Farm single-family home lots not on alleys. The principle office of the Association initially shall be as set forth in its Articles of Incorporation ("the Articles") or at such other place as the Board of Directors (the "Board") may determine from time to time. The place of meetings of the members of the Association and of the Board of the Association shall be at such place as the Board may designate from time to time.

ARTICLE II. DECLARATION; APPLICABILITY

§ 1. Declaration. The Association is the association to which reference is made in both the Master Declaration of Covenants, Easements, Restrictions, Assessment and Liens for Evans Farm, dated October 24, 2017 recorded as ~~Instrument No.~~ BK 1535 - PG 803-855 in the records of Delaware County, Ohio (that Master Declaration, as it may be amended from time to time, is hereinafter referred to as "the Master Declaration"), and the Declaration of Covenants, Easements, Restrictions, Assessments and Liens for Evans Farm for Residential Lots without Alleys dated October 24, 2017 recorded as ~~Instrument No.~~ BK 1535 - PG 932 - 966 in the records of Delaware County, Ohio (that Declaration, as it may be amended from time to time, is hereinafter referred to as "the Declaration"). The terms, provisions, conditions and restrictions of the Master Declaration and the Declaration, as they relate to the Association and its Members (as defined below), Board of Directors, officers and committees, are incorporated by reference with the same force and effect as if fully set out in these Regulations. To the extent there is any conflict between the Declaration and this Code of Regulations, the terms of the Master Declaration and the Declaration shall control over the terms of this Code of Regulations, with the Developer reserving the rights to amend this Code of Regulations in the same manner as the Developer may amend the Master Declarations.

§ 2. Applicability. These Regulations are binding on all present or future Lot Owners (as said term is defined in the Declaration) or other persons using any improvements or facilities located on any Lot or Lots (as defined in the Declaration) in any manner. Upon the acquisition, rental, use or other act of occupancy of any Lot, or any portion of a Lot by any person, these Regulations shall be deemed accepted and ratified by that person.

ARTICLE III. DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration recorded with the Recorder of Delaware County, Ohio.

ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS; PROXIES

§ 1. Membership. Each Lot Owner, upon acquiring ownership of fee simple title to a residential Lot in Evans Farm, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such owner of the ownership interest, at which time the new owner shall automatically become a member of the Association. Evans Farm Land Development Company, LLC (sometimes referred to hereafter as the "Developer") shall be a member of the Association as long as it owns a Lot in Evans Farm.

§ 2. Voting Rights. Except for voting by proxy as provided below in the next paragraph, each Member of the Association shall be entitled to vote, with regard to matters submitted to the Members for a vote, a number of votes equal to the number of Lots owned by that Member at the time of the vote. If co-owners of a particular Lot cannot mutually agree on how their vote shall be cast, no vote shall be cast with respect to that particular Lot.

§ 3. Proxies. Members may vote or act in person or by proxy. The person designated a proxy need not be a Member. All proxies shall be in writing and filed with the secretary of the Association prior to the meeting. A Member may revoke the proxy at any time upon written notice to the Board. A proxy shall be revoked automatically upon the Member's conveyance of all Lots owned by him, her or it and, in any event, shall not be valid after the expiration of eleven (11) months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

ARTICLE V. MEETINGS OF MEMBERS; QUORUM

§ 1. Place of Meeting. Meetings of the Members shall be held at the principle office of the Association, unless the Board determines that a meeting shall be held at some other place and cause the notice of meeting to so state.

§ 2. Annual Meeting. The first annual meeting of Members shall be held within one year from the date of incorporation of the Association or not later than thirty (30) days after seventy-five percent (75%) of the Lots have been sold, whichever first occurs. The annual meeting shall include election of members of the Board, consideration of reports to be reviewed before such meeting, and the transaction of such other business as may properly be brought. Subsequent annual meetings of Members shall be held on the same day of the same month of each year. If the day for the annual meeting of Members is a legal holiday, the meeting will be held on the next following day that is not a legal holiday. Notwithstanding the foregoing, the Directors may designate, from time to time, a new date for subsequent annual meetings, which shall not be later than the twelfth month following the immediately preceding annual meeting.

§ 3. Special Meetings. Special meetings of the Association may be called at any time by any of the following:

(1) Upon written request of the president of the Association or, in the case of the president's absence, death, or disability, the vice president authorized to exercise the authority of the president;

(2) The directors by action at a meeting, or a majority of the directors acting without a meeting; or

(3) Ten percent of the voting Members.

Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

§ 4. Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon. Notice of the time, place, and purposes of any meeting of the Association may be waived in writing, either before or after the holding of such meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, of the lack of proper notice, shall be deemed a waiver by said Member of such meeting.

§ 5. Conduct of Meetings. All meetings of the Members shall be presided over by the president of the Association, or as otherwise directed by the Board.

§ 6. Quorum; Adjournment. At any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, or this Code of Regulations, to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage than that required by law, applicable declaration of covenants, or this Code of Regulations; and provided further, that the Members of the Association entitled to exercise a majority of the voting power represented at the meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

§ 7. Action by Association Without Meeting. Any action that may be taken at a meeting of the Association may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by Members having the percentage of the voting power of the Association required to take such action if the same were taken at a meeting. This written consent shall be filed with or entered upon the books of the Association.

ARTICLE VI. BOARD OF DIRECTORS; POWERS; NUMBER; MEETINGS

§ 1. Initial Directors. The initial Directors shall be those three (3) persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Developer. The Developer shall retain its membership on the Board and its right to appoint a member to the Board until the Developer no longer owns any Lot, Unit or Parcel in Evans Farm, at which time the two Board positions (other than the position reserved for EFD) shall be elected pursuant to this Code of Regulations.

§ 2. Successor Directors. No later than the time that twenty-five percent (25%) of the total Lots in Evans Farm have been sold and conveyed by the Developer, the Members shall meet and the Members other than the Developer shall elect one-third of the Board (one Director) at such meeting and the Developer shall designate the other two-thirds of the Board (two Directors). Other than persons named initially by the Developer, persons nominated and elected to the Board shall be an owner of a Lot. Within the earlier of (a) five (5) years from the date of the establishment of the Association, or (b) thirty (30) days after the sale and conveyance to purchasers in good faith and for value of seventy-five percent (75%) of the total Lots (i.e., those defined herein as not on alleys), the Association shall meet and all Members, shall elect three (3) Directors to replace all of those Directors earlier elected or designated by the Developer. The terms of the three (3) Directors shall be staggered so that the terms of one-third of the Board (one Director) will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor to the Director whose term then expires shall be elected to serve a three-year term. Notwithstanding the foregoing, the Members, by the vote of Members exercising not less than a majority of the voting power of Members, may, from time to time, change the number and terms of Directors, provided that in any such event the terms of not less than one-third of the Board shall expire annually. Notwithstanding the foregoing, the Developer shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

§ 3. Powers and Duties. Except as otherwise provided by law, or this Code of Regulations, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Association and subject to the limitations prescribed by law, this Code of Regulations or the Articles of Incorporation, the Board, for and on behalf of the Association, may:

(a) Adopt and publish rules and regulations governing the use of the Reserves and facilities including the personal conduct of the Members and their guests; and to establish penalties for infractions of rules and regulations;

(b) Suspend the voting rights of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles, or by other provisions of these Regulations;

(d) Declare the office of a member of the Board to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board;

(e) Employ a manager, independent contractors, and such other employees as deemed necessary, and to prescribe their duties;

(f) Cause a complete record to be kept of all its acts and corporate affairs and to present a statement to the members at each annual meeting, or at any special meeting at which a statement is requested in writing by one-fourth of the members entitled to vote;

(g) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed;

(h) As more fully provided in the Declaration:

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

2. Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or bring an action at law against the Lot Owner personally obligated to pay.

(i) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(j) Acquire and maintain adequate liability, property and hazard insurance on all property owned by the Association, as well as workers' compensation insurance to the extent necessary in order to comply with all applicable laws within the State of Ohio;

(k) Cause all officers or employees of the Association to be bonded, as may be appropriate;

(l) Cause the entranceway, streets, other elements of the Reserves, and the lawns on Lots to be maintained and kept in an appropriate manner;

(m) The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party, without penalty, on sixty (60) days' written notice; shall be for a term not to exceed one year unless renewed by agreement of the parties (and approved by Members entitled to exercise not less than

51% of the voting power of Members) for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude the Developer, or any other entity designated by it, from being employed as managing agent. The managing agent or the Board, if there is no managing agent, shall have the authority to enter into contracts with the Developer or one or more other firms or corporations affiliated with the Developer for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Members at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on sixty (60) days' written notice;

(n) Cause to be brought for a vote of the Members the idea of the Association establishing greater controls over the landscaping of the individual Lots; if a majority of the members decide that the Association should have greater control over the landscaping of individual Lots (in excess of simply maintaining the grass as to each individual Lot), then the Board shall be responsible for implementing the wishes of the majority of the Association.

§ 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, declaring of a vacancy or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

§ 5. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

§ 6. Election. Election to the Board of Directors shall be by secret written ballot. At a meeting of Members at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors. At all elections of Directors, the candidates receiving the greatest number of votes shall be elected.

§ 7. Meetings.

(a) Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. Written notice of the time and place of each meeting of the Directors shall be given to each director either by personal delivery or by mail, telegram, cablegram, or facsimile at least two days before the meeting, which notice need not specify the purposes of the meeting. In the event the regular date for a meeting falls on a legal holiday, the meeting shall be held on the next following day that is not a legal holiday.

(b) Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director; provided, however, that attendance of any

Board Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by said Board Member of notice of such meeting, and provided further that such notice may be waived in writing either before or after the holding of such meeting, by any Board Member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular, or special meeting.

(c) Quorum. A majority of the Directors shall constitute a quorum for the transaction of business, except that a majority of the Directors in office constitutes a quorum for filling a vacancy in the Board. Every act performed or decision made by a majority of Directors present at a duly held meeting at which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII. OFFICERS

§ 1. Officers.

(a) Enumeration of Officers. The officers of the Association shall be a president, vice-president and secretary/treasurer, and such other officers as the Board may from time to time by resolution create.

(b) Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of Members.

(c) Term. The officers of the Association shall be elected annually by the Board. Each shall hold office until the next organizational meeting of the Board unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

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

(e) Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Board Members then in office. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

(f) Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer replaced.

(g) Multiple Offices. Any two or more offices may be held by the same person.

§ 2. Duties. The duties of the Officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board and of the Association; shall see that orders and resolutions of the Board are carried out; subject to directions of the Board, the president shall have general executive supervision over the business and affairs of the Association; shall sign all leases, mortgages, deeds and all other legal instruments on behalf of the Association; and shall cosign, with the Treasurer, all checks and promissory notes.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Association; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses and their date of admission to membership; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; shall keep complete and proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Board Member, and a report on which shall be given at the regular annual meeting of members.

§ 3. Other Officers. An assistant secretary or an assistant treasurer, if any, and any other officers whom the Board may appoint shall have such authority and perform such duties as may be determined by the Board.

§ 4. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer, and generally to control the action of the officers and to require the performance of duties in addition to those specifically mentioned herein.

ARTICLE VIII. COMMITTEES

The Association shall appoint an Architectural Review Committee as may be provided in the Declaration. In addition, the Board may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE IX. ASSESSMENTS AND ASSESSMENT LIENS

§ 1. Assessments. Each Member is obligated to pay to the Association certain assessments, including but not limited to: (i) annual Operating Assessments, (ii) Special Assessments for capital improvements, and (iii) Special Individual Lot Assessments, all of such assessments to be established and collected as hereinafter provided, and which are secured by a continuing lien on the property against which such assessments are made. Except for Special Individual Lot Assessments, the par amounts to be used to compute an individual Lot's annual assessment, as set forth in the Declaration, are (a) one (1.0) for Lots of 0.2 acres or less in size, (b) one and twenty-five one hundredths (1.25) for Lots over 0.2 acres but less than 0.5 acres in size, and (c) one and fifty one hundredths (1.5) for Lots of 0.5 acres or larger in size.

§ 2. Annual Operating Assessments.

(a) Prior to the time any Lot Owner other than the Developer is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first assessments are levied, the Board shall estimate, and divide among all Lots, according to the applicable par value, common expenses of the Association consisting of the following:

1. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association including, but not limited to, the cost of maintaining the entranceway, the cost of maintaining the streets, including snow removal, and other elements of the Reserves;

2. the estimated next fiscal year's costs for insurance, casualty and liability, and bond premiums to be provided and paid for by the Association;

3. the estimated next fiscal year's costs for utility services not separately metered to Lots;

4. the estimated amount of real estate taxes for Reserves;

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

6. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which each reserve over a period of time in excess of one year ought to be maintained; and

7. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(b) The Board shall establish the annual operating assessments for each separate Lot. For administrative convenience, any such assessments may be rounded up so that monthly installments will be in whole dollars.

(c) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Lot Owner from prepaying assessments in annual, semi-annual, or quarterly increments or the Board from determining that the annual operating assessment is to be paid in annual, semi-annual or quarterly increments. Prepayment shall not entitle any Lot Owner to receive a discount from their obligations hereunder. The due dates of any such installments shall be established by the Board.

(d) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Lots on the same basis as heretofore set forth.

(e) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot Owners.

(f) None of the general operating reserve funds shall be used to defray the developer's expenses, reserve contributions or construction costs, or to make up any of its budget deficits.

§ 3. Special Assessments for Capital Improvements.

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace the streets and for capital improvements on the entranceway or other elements of the Reserves to the extent that reserve funds therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to 5% of that fiscal year's budget, without the prior consent of Members exercising no less than 75% of the voting power of Members.

(b) Any such assessment shall be divided among all Lots according to the applicable par value, and shall become due and payable on such date or dates as the Board determines following thirty days prior written notice to the Members.

§ 4. Special Individual Lot Assessments. The Board may levy an assessment against an individual Lot, or Lots, to reimburse the Association for those costs incurred in connection with that Lot or Lots properly chargeable by the terms of the Declaration or these Regulations to a particular Lot (such as, but not limited to, the cost of making repairs that are the responsibility of a Lot Owner). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Lot Owners subject thereto. Additionally, during the first year of the Association's existence, and

thereafter until such time as real estate taxes and assessments are split into separate tax bills for each Lot, the Association shall have the right to pay the real estate taxes and assessments attributable to same in the event such bills have not been paid, when due, and assess each Lot Owner for his, her or its share of such real estate taxes and assessments as a Special Individual Lot Assessment.

§ 5. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Lot Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Lot Owner shall constitute notice to that Lot Owner, unless the Lot Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot Owner.

§ 6. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or installment of any assessment is not paid within thirty (30) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine.

(b) Annual operating and all special assessments, together with interest, costs (which for purposes of this Article IX include the reasonable attorney fees incurred by the Association in obtaining compliance by a Lot Owner with all rules and regulations of the Association or the Declaration and payment and collection of any assessments on that Lot) shall be a charge and a continuing lien in favor of the Association upon the Lot(s) against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Delaware County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Lot(s) against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

(d) Each such assessment together with interest and costs, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. Such obligation shall not be the personal obligation of that owner(s) successor in title unless expressly assumed by the successor; provided, however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(e) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, costs and reasonable attorney fees, bring an action at law against the Lot Owner(s) personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Lot Owner(s) affected shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees and costs) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(f) No Lot Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Reserves, or any part thereof, or by abandonment of his, her or its Lot.

§ 7. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for in this Article IX shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or changes against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to such Lot.

§ 8. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge payable at the time of the request, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments or installments thereof on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE X. BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Members and the holders, insurers and guarantors of first mortgages on homes. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, holders, insurers and guarantors of first mortgages on homes, and prospective purchasers, current copies of the community organizational documents and the rules and regulations governing operation of the community.

ARTICLE XI. AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such

statement need be furnished earlier than one hundred twenty (120) days following the end of such fiscal year), in the following circumstances:

1. to each requesting Member, at the expense of the Association, upon the affirmative vote of Members exercising a majority of the voting power; and

2. to each holder, insurer, or guarantor of a first mortgage upon a home who requests the same, in writing, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party.

ARTICLE XII. FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE XIII. AMENDMENTS

§ 1. Power to Amend. Amendment of these Regulations shall require the consent of Lot Owners exercising not less than fifty-one percent (51%) of the voting power of Lot Owners.

§ 2. Method to Amend. An amendment to these Regulations, adopted with the consent of Lot Owners as required herein, shall be executed by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions.

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