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EPCON RIVERSIDE LLC

First Grantee:
COURTYARDS ON RIVERSIDE

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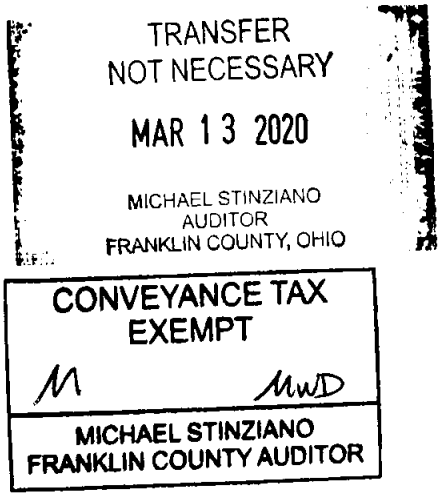
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DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

FOR

THE COURTYARDS ON RIVERSIDE

(A Planned Community Under Chapter 5312 of the Ohio Revised Code)

Cross Reference: Plat Book 127, Pages 42-44 (Instrument No. 201911010145696)

This instrument was prepared by:

Calvin T. Johnson, Jr.
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EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B – CODE OF REGULATIONS

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

FOR

THE COURTYARDS ON RIVERSIDE

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS (the "**Declaration**") is made as of the _____ day of March, 2020, by EPCON RIVERSIDE, LLC, an Ohio limited liability company ("**Declarant**").

A. Declarant is the owner of the real property more fully described in Exhibit A attached to this Declaration and by this reference incorporated herein (the "**Property**" as defined hereinafter).

B. Declarant desires to develop and is developing the Property into a residential subdivision to be known as The Courtyards on Riverside (hereinafter the "**Community**"), and desires hereby to and does restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in The Courtyards on Riverside for the benefit of the present and future Owners of the subdivision Lots and the Improvements constructed on them.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, conditions and restrictions set forth herein, which covenants, easements, conditions and restrictions shall run with the land and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot subject to the provisions of this Declaration, the Declarant, the Declarant's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

D. Located contiguous to or near the Community is property that has been or in the future may be developed as an extension of The Courtyards on Riverside with subdivision lots for homes and other improvements to be built on them, and additional landscaped, green areas and/or other amenities and improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the "**Additional Property**."

E. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and

obligation to administer and enforce the provisions hereof, to own and/or maintain various properties, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated The Courtyards on Riverside Homeowners' Association, Inc. (the "**Association**"), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community, as the same may be comprised from time to time.

COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Community, Declarant, with respect to the property described on Exhibit A of this Declaration, hereby declares that all of the Property (currently being all of the property described on Exhibit A to this Declaration) shall be subject to the provisions of Chapter 5312 of the Ohio Revised Code (the "**Planned Community Act**") and shall be held, sold, conveyed and occupied subject to the following covenants, easements, conditions and restrictions, all of which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each owner of property in the Community, the homeowners association, and the respective personal representatives, heirs, successors and assigns of each:

Article I. APPLICABILITY

This Declaration shall initially apply to the entire Property as described on the attached Exhibit A. If Declarant owns, and/or acquires Additional Property adjacent to or near the Property, intended by Declarant for future development, generally consistent with the development of the Community, Declarant may add said Additional Property to, and declare them to be, subsequent phases of the Community. Upon such addition, Declarant shall have the right, but not the obligation, to subject such property to the terms and conditions of this Declaration. Declarant may subject property to this Declaration without modification, or Declarant may supplement and/or amend this Declaration as it applies to such additional phases of development. As to each development phase of the Community, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration or an amendment or supplement to this Declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Community may be

comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements or amendments to this Declaration, the terms of the phase-specific document shall control.

Article II. DEFINITIONS

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

A. "Additional Property" – property that may in the future be subjected to the plan for the Community provided hereby, and consists of such other property as Declarant, in its sole discretion, may from time to time determine and designate as Additional Property.

B. "Articles" and "Articles of Incorporation" – the Articles of Incorporation when filed with the Secretary of State of Ohio, incorporating The Courtyards on Riverside Homeowners' Association, Inc. (the "Association") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").

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

D. "Association" – an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio nonprofit corporation named The Courtyards on Riverside Homeowners' Association, Inc., or similar, and its successors and assigns, which Association is also an "Owners Association" as that term is defined in the Planned Community Act.

E. "Association Governing Documents" – the Association's Articles of Incorporation, Code of Regulations, and Rules and all amendments thereto, this Declaration and all amendments and/or supplements thereto, any supplemental declaration and all amendments or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats for the Community.

F. "Board" and "Board of Directors" – the board of directors or other management body of the Association.

G. "Code of Regulations" and "Code" – the Code of Regulations of the Association (often referred to as "bylaws") created under and pursuant to the provisions of

Chapter 1702, providing certain operating rules and procedures for the Association, as the same may be amended from time to time. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

H. "Common Elements" – all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, reserve areas, entranceway and community border features, detention areas, bank/cluster mailbox(s), a clubhouse, if any, an outdoor swimming pool, if any, private waterlines serving more than one Lot, portions of the private storm sewer system, and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of those Lots and Improvements in the Community. Upon conveyance to the Association, the Common Elements will include, but not be limited to, Reserves B, C, D, E, F, G, H and I, respectively, as described in Exhibit A and may include additional areas in the future. The Association may also accept fee simple title to any drives or streets serving the Community that are not dedicated or otherwise conveyed to a governmental entity having jurisdiction over the Community and make such drives and streets Common Elements. Without limiting the generality of the foregoing, the streets and drives located in Reserve A on the plot identified on Exhibit A may become Common Elements if they are not dedicated to or otherwise conveyed to the City of Columbus, Franklin County or Perry Township.

I. "Common Expense" – an expense incurred in owning, maintaining, improving or operating the Common Elements; in performing maintenance, repair and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations approved plats, recorded easements or any agreement entered into by the Declarant or the Board on behalf of the Association; or in operating the Association pursuant to the provisions of the Association Governing Documents and the Planned Community Act.

J. "Community" or "Courtyards on Riverside" – all property that at any time has been subjected to the provisions of this Declaration, initially including all of the Property described in Exhibit A attached to this Declaration, and will include all property subjected to the provisions of the Declaration by amendment or supplement to the Declaration or by supplemental declaration, and all property owned by the Association, together with all easements and appurtenances.

K. "Courtyard Easement" – means an easement located on a Courtyard Lot and benefitting a contiguous Courtyard Lot and the owners thereof and permitting and providing for the construction, reconstruction, maintenance, repair, replacement and use of an enclosed courtyard area and the improvements within that area, including, but not limited to, patios,

porches, fire pits, water features, and landscaping. The Courtyard Easement area on a Lot is an area bounded generally by the side of the Dwelling located on that Courtyard Lot, fences extending to and from the Dwelling on that Courtyard Lot and the Dwelling on the adjacent contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two contiguous Courtyard Lots all as initially constructed by Declarant and/or shown on a recorded plat of the Community.

L. "Courtyard Lot" – a Lot on which a Courtyard Easement is located or which is benefitted by a Courtyard Easement and includes Lots 1-6, 9-14, 16-31, 33-38, 41-66, 69-77, and 79-81, respectively, as designated on the plat identified on Exhibit A and such other Lots in the Community that are designated by Declarant to be Courtyard Lots.

M. "Declarant" – Epcon Riverside, LLC and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

N. "Declaration" – this instrument, by which the Property is hereby submitted to the provisions hereof, as the same may be amended or supplemented from time to time.

O. "Design Review Committee" – the committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of, and all subsequent modifications, additions or alterations to, Improvements in the Community and to review, approve or disapprove the same.

P. "Dwelling" or "Residence" – an Improvement on a Lot intended exclusively for occupancy as a single-family home and purposes customarily incidental thereto.

Q. "Exempt Property" – means the portion of the real property comprising the Community (1) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any County, Village, City, Township, school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (2) owned by the Association; provided in either such case, the same is not utilized as a residence.

R. "Improvements" – all man made or man installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to single-family homes, Dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas; sport and recreational courts, fixtures and facilities, including basketball hoops, and lacrosse and soccer goals; children's recreational equipment or structures, including playground

equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.

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

T. "Lot" – a separate parcel of real property now or hereafter identified upon a recorded plat of the property in the Community, or any portion thereof, or recorded re-subdivision thereof and any other separate parcel of real property designated as a Lot by Declarant, and which property has been subjected to the provisions of this Declaration, including Courtyard Lots, but excluding the Common Elements and any portion of the Property dedicated for public use. Declarant reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Community, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

U. "Managing Agent" – the person or entity retained by the Board to assist in the management of the Association.

V. "Member" – any Person or entity meeting the requirement for membership in the Association.

W. "Occupant" – a person lawfully residing in or occupying a Dwelling on a Lot, regardless of whether that Person is an Owner.

X. "Operating Assessment" – an Assessment that the Association through its Board may levy from time to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of the Declaration and the Planned Community Act, to

provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

Y. "Owner" – the record owner, whether one or more persons or entities, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including vendees under recorded land installment contracts, other contract sellers and the Declarant, but excluding all others having an interest merely as security for performance of an obligation.

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

AA. "Planned Community Act" – Chapter 5312 of the Ohio Revised Code.

BB. "Property" – all of the real property described in Exhibit A attached to this Declaration and such Additional Property as may be added by amendment or supplement to this Declaration or otherwise added to the Community by a supplemental declaration or amendment or supplement to this Declaration from and after such time as the Additional Property is subjected to the provisions hereof, and also includes real property that is owned in fee simple by the Association together with all easements and appurtenances.

CC. "Reserve Fund" – the fund established pursuant to Article IX.

DD. "Rules" – the rules and regulations governing (1) use of the Property in the Community and (2) the conduct of Members and their respective families, guests, licensees and invitees, as may be established by the Board from time to time, together with the architectural standards that may be adopted by the Design Review Committee or the Board from time to time.

EE. "Special Assessment" – an Assessment that the Association through its Board may levy upon all Lots, except Exempt Property, and the Lot Owners to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions hereunder.

FF. "State" – the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

GG. "Turnover Date" – the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community, including all "Additional Property", has been fully developed and all Lots

have been deeded to bona fide purchasers unrelated to Declarant or builders approved by Declarant; provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as Declarant determines, in its sole discretion.

HH. "Water Assessment" – an Assessment that the Association will levy on each individual Lot in an amount proportionate to the amount of water and sewer charges applicable to each Lot based on a reading of an Owner's water meter, which may also include any proportionate costs associated with reading and servicing the Owner's individual water meter.

Article III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration 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 a part of the Community;

C. Preservation, beautification and maintenance of the Property and all Improvements as provided for in the Association Governing Documents;

D. Ownership, administration, preservation, beautification and maintenance of the Common Elements and all Improvements thereon;

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

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

G. Establishment of requirements for the development and use of the Property; and

H. Compliance with the provisions of the Planned Community Act.

Article IV. USE RESTRICTIONS

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

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental thereto. No building on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto including, without limitation, courtyard areas. Specifically, no building may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or, by builders approved by Declarant for sales and construction management and related uses during the construction and sale of Dwellings in the Community. All Improvements are also subject to and shall continue to be subject to the requirements of any governmental entity exercising jurisdiction over such Improvements and the Lot.

B. Use of Common Elements. Any Common Element may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property and the Association. All uses of the Common Elements owned by the Association shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of Owners and Occupants, and shall comply with the provisions of this Declaration, the laws of the State, the Rules, and the other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation and Code of Regulations of the Association, the Declaration, the other Association Governing Documents, and the Planned Community Act, including, but not limited to, the right to (1) contract, lease, or assign interest in; (2) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (3) establish Rules governing conduct upon the Common Elements owned by the Association and all Improvements located thereon.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance

covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person occupying a Dwelling on any other Lot. These provisions shall not be construed so as to prohibit the Declarant 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 Declarant while marketing the Lots and Dwellings for sale or rent; (2) street and identification signs installed by the Association, a local governmental body having jurisdiction over the streets within the Community or the Declarant; (3) one temporary real estate sign on a Lot not to exceed six square feet in area advertising that such Lot is for sale or rent; (4) signs on the Common Elements installed by or at the discretion of the Board or the Declarant; and (5) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

E. Animals. Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained inside of a Dwelling constructed on a Lot, provided that: (1) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (2) the right of an Owner or Occupant to maintain an animal in a Dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Design Review Committee.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any Dwelling, building or other structure located on the Property, nor shall any use

be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any Person occupying a Dwelling on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

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. This provision shall not prohibit (1) a "home office", provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable governmental regulations; (2) an Owner or Occupant from maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a Dwelling; or (3) during the construction and initial sales period, the use of Lots, including Dwellings and other Improvements constructed thereon, and Common Elements for construction and sales purposes by Declarant and/or by builders approved by Declarant, including the construction and operation of sales models and/or trailers by Declarant and/or by builders as approved by Declarant, in its sole discretion, until Dwellings have been constructed on all Lots and all Lots with Dwellings on them have been conveyed to bona fide residential home purchasers.

H. Storage. Except for the reasonably necessary activities of the Declarant during the development of the Property (including the construction of Dwellings or other Improvements by Declarant), no open storage of any kind is permitted and no storage buildings, barns or sheds of any kind are permitted on any Lot. The limitations contained in this Section shall not apply to any storage as may be necessary during the construction of a Dwelling on a Lot by Declarant or builders approved by Declarant.

I. Hotel/Transient Uses; Leases. No Lot and no Dwelling or Improvement on a Lot may be used for hotel or transient uses, including without limitation, uses in which an 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 that is, rental to one or more Persons of only a portion of a Dwelling on the Lot. All leases shall be in writing and shall be subject to this Declaration and the other Association Governing Documents.

J. Vehicles.

1. The Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Community including, without

limiting the generality of the foregoing, on any Lot, Common Element or private drive or street. In addition to the Board's authority to levy Individual Lot Assessments as administrative or enforcement charges for the violation of such Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules, including on Lots, private drives, if any, and/or Common Elements unless such vehicles are located in permitted, enclosed structures shielded from view.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the Common Elements or on any Lot (except in an enclosed permitted structure shielded from view) for a total of more than 48 hours in any 30 day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Dwellings on the Lots. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Dwellings or Improvements on the Lots or the development of the Community by Declarant or builders, employees and contractors approved by Declarant. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot or on the Common Elements within the Community for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. After such time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed by the Association, at the Lot Owner's expense and the Board may levy an Individual Lot Assessment for such violation and for the costs.

For the purpose of this Section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one-ton capacity, and semi type tractors and trailers, shall in every instance be considered to be 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 Declarant during the 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 stored either

inside of a permitted structure or within areas approved by the Design Review Committee or Board. Any permitted structure or screened area must comply with all requirements of any and all governmental entities having jurisdiction over a Lot. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street or designated pick-up area on days when refuse collection occurs or as otherwise permitted by the Rules. No emptied trash containers shall be allowed to remain visible for more than twelve hours following the trash pick-up.

L. Antennae. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or on the exterior of any Improvement, without the prior written approval of the Design Review Committee or Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.4 inches) in diameter or less shall be permitted provided, however, that, unless otherwise prohibited by federal legislation, no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Committee. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Committee or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's or Occupant's right to receive acceptable over-the-air signals.

M. Utility Lines. All newly installed utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities 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 up to two propane tanks, of the size customarily used in residential propane gas grills are permitted for use with a propane gas grill. This Section shall not apply to the Declarant or builders or contractors approved by the Declarant during the construction of any Dwellings on the Lots or to any Lot containing Declarant's sales trailer.

O. Fencing. Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence enclosing a courtyard area as approved by the Declarant or the Design Review Committee. Permitted fences shall comply with the architectural standards established for the Community.

P. Swimming Pools. No above-ground or in-ground swimming pool shall be permitted on any Lot. The foregoing notwithstanding, the Design Review Committee may,

in its sole an absolute discretion, allow a hot tub or sauna to be installed on a Lot so long as the hot tub or sauna is designed for no more than eight adults and meets such requirements as the Design Review Committee lawfully requires.

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

R. Miscellaneous. The following Improvements shall not be permitted on any Lot: (1) outdoor clotheslines and (2) window air conditioning units.

Article V. ARCHITECTURAL STANDARDS

All Property at any time subject to the provisions of this Declaration shall be governed and controlled by this Article V.

A. Design Review Committee. The Design Review Committee shall be a committee consisting of not less than three persons, except that prior to the Turnover Date, Declarant shall have the sole and exclusive right to (1) appoint and remove all members of the Design Review Committee, at will; (2) serve itself, as the Design Review Committee; or (3) delegate to the Association's Managing Agent the responsibility to act as the Design Review Committee. After the Turnover Date, the Board shall have the right, in its discretion, to appoint and remove all members to the Design Review Committee, to delegate to the Association's Managing Agent (if applicable) the responsibility to act as the Design Review Committee, or the Board of Directors may, in its discretion, serve as the Design Review Committee.

The Design Review Committee shall have the exclusive authority to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Design Review Committee and the provisions of the Declaration. No Improvement shall be placed, erected or installed on a Lot, no plantings or removal of plants, shrubs or trees on a Lot shall be permitted, and no construction (which term shall include in its definition staking,

clearing, excavation, grading and other site work) shall be commenced or continued on a Lot until and unless the Owner first obtains the written approval thereof by the Design Review Committee and otherwise complies with any zoning regulations and all provisions of the Association Governing Documents. If the Design Review Committee consists of appointed individuals, the Design Review Committee shall act in accordance with the concurrence of a majority of its members.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee and local governmental authorities having jurisdiction over the Property in the Community shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property including each Lot and the Dwelling and other Improvements constructed on the Lot. No Person, without first obtaining the written consent of the Design Review Committee, shall construct, install or modify any Improvements on a Lot, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, or any swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct or have installed any porch, deck, patio, gazebo, or fence, modify any landscaping, install any sign(s) not otherwise prohibited herein or by applicable law, or otherwise modify or alter any Improvement visible to other Lots or the Common Elements. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Committee for its approval. Without limiting the generality of the foregoing, in connection with the Design Review Committee's exclusive authority to review and approve or disapprove proposed Improvements the Design Review Committee may, among other things, require screening, the use of certain materials and/or colors for a proposed Improvement and designate the location of said Improvement. The Design Review Committee may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's Dwelling. All construction, modifications, additions or alterations of Improvements on or to the Property must comply with the requirements of the local governmental authority having jurisdiction over the Property.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Committee shall have the authority to grant reasonable variances from the provisions of the architectural standards established pursuant to this Article V or by the Design Review Committee, provided that the activity or condition is not prohibited by applicable law, rule, regulation or ordinance; and provided further that, in the judgment of the Design Review Committee, the variance is in the best interest of the Community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant to this Section

shall constitute a waiver of any provision of this Declaration and/or other Association Governing Documents, as applied to any other Person or any other part of the Property.

D. Improvements by Declarant. The foregoing to the contrary notwithstanding, all Improvements, including, but not limited to, Dwellings, buildings, courtyards and landscaping constructed by the Declarant, or its agents, or designated assignees, or constructed by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Committee or Board, and shall not require approval of the Association, the Board, the Owners or the Design Review Committee; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Community adopted by the Declarant.

E. Liability Relating to Approvals. Neither Declarant, the Association, the Board, the Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval or failure to approve the same. Every Person and Lot Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Committee agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Lot Owner shall be responsible for ensuring that any Improvements constructed on their Lot comply with any zoning ordinances and any easements, covenants and conditions of record.

Article VI. EASEMENTS AND LICENSES

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

B. Courtyard Easements. Each Courtyard Lot ("**Burdened Courtyard Lot**") in The Courtyards on Riverside is hereby made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately contiguous Courtyard Lot ("**Contiguous Courtyard Lot**") which has a part of that Contiguous Courtyard Lot's courtyard located on the Burdened Courtyard Lot. The Owner or Owners of each Burdened Courtyard Lot grants to the Owners and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, as well as the fencing enclosing the courtyard, located on a portion of the Burdened Courtyard Lot. The Courtyard Easement area is limited to an area bounded generally by the side of the Dwelling constructed on the Burdened Courtyard Lot, fences extending to and from the Dwelling on the Burdened Courtyard Lot and the Dwelling constructed on the Contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two Courtyard Lots, all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the Dwelling on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the courtyard fencing constructed by Declarant nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that Dwelling on the Burdened Courtyard Lot. In the event of an emergency, the Burdened Courtyard Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Burdened Courtyard Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot no less than 24 hours advance notice prior to entering the adjacent Courtyard Easement.

C. Right of Entry for Repair. The Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon and through all of the Property subject to this Declaration, including without limitation the Lots and Courtyard Easements, for the purpose of performing the Association's obligations, rights and duties pursuant to the Association Governing Documents with regard to enforcement of the covenants, restrictions and other provisions of the Declaration and the Association Governing Documents, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which the Association has responsibility or the right to perform. The Association may enter any Lot at any time to perform its obligations under

the Association Governing Documents. In addition, the Association may enter a Lot to remove or correct any violation of any provision of the Association Governing Documents, including but not limited to the provisions of the Declaration and the Rules, but only during reasonable hours and after providing 72 hours advance notice to the Owner, except in cases of emergency.

D. Easement of Access over Sidewalks. Every Owner and Occupant, and their respective guests and invitees, shall have a right and easement in, over, and upon the sidewalks within the Community (but not the service walks connecting the driveway on a Lot to the front porch, stoop or courtyard of the Dwelling on the Lot) for purposes of pedestrian ingress and egress and pedestrian movement throughout the Community. The easements shall run with the land and be binding on the Owners and their successors and assigns.

E. Easement for Utilities and Other Purposes. The Board or Declarant may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduits, wires, ducts, cables, stormwater control improvements and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, stormwater drainage and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

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

G. Easement to the Association for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over or through the Property for the purpose of performing maintenance responsibilities reserved to the Association in the recorded plats for the Community or in this Declaration or the other Association Governing Documents, as amended from time to time.

H. Tree Planting Area Easement. Non-exclusive easements are hereby reserved to the Declarant and granted to the Association, in, over, thorough and upon any areas (including on individual Lots) designated on the recorded plat(s) or re-plat(s) of the Community as "Tree Planting Area", or the like, for the purpose of constructing, installing, maintaining, enhancing, repairing and replacing trees, landscaping and landscaping features. The Association shall be responsible for repairing, maintaining and replacing the trees, landscaping and landscaping features located within the Tree Planting Area.

I. Fence Area Easement. Non-exclusive easements are hereby reserved to the Declarant and granted to the Association, in, over, thorough and upon any areas (including on individual Lots) designated on the recorded plat(s) or re-plat(s) of the Community as "Fence Area", or the like, for the purpose of constructing, installing, maintaining, enhancing, repairing and replacing a fence of fences within the Fence Area. The Association shall be responsible for repairing, maintaining and replacing said fence(s)

J. Viburnum Hedge Planting Area Easement. Non-exclusive easements are hereby reserved to the Declarant and granted to the Association, in, over, thorough and upon any areas (including on individual Lots) designated on the recorded plat(s) or re-plat(s) of the Community as "Viburnum Hedge Planting Area", or the like, for the purpose of constructing, installing, maintaining, enhancing, repairing and replacing hedges, landscaping and landscaping features. The Association shall be responsible for repairing, maintaining and replacing the hedges, landscaping and landscaping features located within the Viburnum Hedge Planting Area.

K. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

Article VII. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Mandatory Membership. Every Lot Owner is and shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot, if applicable, is held by more than one Person, the co-interest holders of such interests while

holding such interests collectively shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record.

Initially those Lots to which these membership provisions apply are those Lots that are subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subjected to the plan hereof by the recording of supplemental declarations or amendments or supplements to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Member or Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a Residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element.

B. Governance. The Association shall be governed by a Board of Directors, initially consisting of three persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a Managing Agent to act as the Board on its behalf. Voting shall be a right separate and distinct from all other rights of membership in the Association. All voting rights of all Members of the Association shall inure to and be exercisable by the Declarant through the Turnover Date, and no meetings of the Association's membership shall be required to be held prior to the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur no later than the date when the Community has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Declarant. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Governing Documents.

C. Powers; Authorities; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Association Governing Documents, the Planned Community Act, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements and other real and personal property in accordance with the provisions of the Association Governing Documents, enforce and administer the Declaration, Rules, restrictions and covenants

applicable to the Community, sue and be sued, levy and collect Assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of the Association Governing Documents, including, but not limited to, the proceeds of the Assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Article VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association and may 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 Elements 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 Declarant or required to be owned by the Association pursuant to the provisions of applicable zoning or a plat of property in the Community including, without limitation, Reserves B, C, D, E, F, G, H and I, respectively, as described on Exhibit A. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of the Common Elements owned by the Association, if any, and all Improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Declarant and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Declarant expressly conveys or assigns entry feature maintenance responsibilities to the Association, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Declarant, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association. Upon installation, ownership of the private storm sewer and water lines, equipment and appurtenances serving the Property as a whole, the Common Elements or more than one Lot shall be automatically and without additional action vested in the Association.

B. Personal Property and Real Property for Common Use. Subject to the provisions of the Association Governing Documents and Ohio law (including specifically the Planned Community Act), the Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

C. Cost-Sharing Agreements. The Association shall have the power and authority to contract with any individual, 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 pursuant to the provisions of the Association Governing Documents, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other property owners and other community, subdivision and condominium associations and/or master associations pursuant to which the Association agrees (1) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (2) grant reciprocal rights, licenses and/or easements to members of other associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board on behalf of the Association may make and enforce reasonable Rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the provisions of the Association Governing Documents. The Board, on behalf of the Association, shall have the power to impose sanctions on Owners for violations by that Owner or the guests or invitees of that Owner or by the Occupants of that Owner's Lot or their guests and invitees of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (1) reasonable monetary administrative and enforcement charges which shall be considered Individual Lot Assessments, (2) suspension of the right to vote as a Member of the Association, and (3) suspension of the right of the Owner and that Owner's licensees and invitees, including any Occupant of that Owner's Lot, to use the Common Elements owned by the Association except as necessary for ingress and egress to that Owner's Lot. 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, costs or expenses

in connection with enforcing the provisions of this Declaration, the Rules or other Association Governing Documents against any Owner, or any tenant, guest or invitee of an Owner, the amount shall be due and payable by such Owner and shall be an Individual Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, the other Association Governing Documents or the Planned Community Act, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Managing Agent pursuant to Article VIII, Section F of this Declaration, the Board shall have the power and authority to act on behalf of the Association.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Managing Agent, which may be the Declarant, and may delegate to the Managing Agent such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Managing Agent shall be a Common Expense. 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. Part of the Managing Agent's compensation may include any miscellaneous fees payable in the event of transfers or other transactions involving a Lot.

G. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by or to be maintained by the Association, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements owned or to be maintained by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

i. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

ii. shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class

A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;

iii. shall be written in the name of the Association; and

iv. shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least 30 days in advance of the effective date of any cancellation of the policy.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements owned by or under the control of the Association, and the functions of the Association insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than the greater of (i) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (ii) $1,000,000, for each occurrence and $2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, officers of the Association, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party, without at least 30 days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots that have provided written notice to the Association stating the name and address of such holder or insurer and a description of the Lot or Lots subject to said mortgage.

3. Directors' and Officers' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance in an amount of not less than $1,000,000 for each claim and in the aggregate.

4. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (i) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (ii) workers' compensation insurance, (iii) additional insurance against such other hazards and casualties as is required by law, (iv) cybersecurity insurance and (v) any other insurance the Board deems necessary.

5. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned or insured by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

6. Declarant Coverage. The foregoing provisions of this Section G notwithstanding, prior to the Turnover Date the Declarant may (but shall not be obligated to) elect to cause or allow the Association and its insurable interests in the Association's property, rights and obligations, to be covered by Declarant's existing insurance plan(s), which may or may not meet the monetary limitations described herein, and which may or may not include 'self-insurance' by the Declarant, all as deemed appropriate by the Declarant in the exercise of its sole discretion.

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 Elements owned by the Association, 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 in trust for the benefit of the Owners.

I. Books; Records. Upon reasonable request of any Owner or any holder or insurer of a first mortgage on a Lot, the Association shall be required to make reasonably available for inspection by that Owner or holder or insurer of a first mortgage all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (1) information that pertains to personnel matters; (2) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (4) information that relates to the enforcement of the Association Governing Documents against Owners; and (5) information the disclosure of which is prohibited by state or federal law. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

Article IX. ASSESSMENTS

A. Operating Fund. The Board shall establish an operating fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Elements and any other items for which the Association is responsible for maintaining, repairing or replacing. The Board may establish a Reserve Fund to which a portion of the Operating Assessments shall be credited to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the Operating Fund.

B. Types of Assessments. Subject to the provisions of this Declaration, each Lot and its Owner or Owners is and shall be subject to the following Assessments and the Owner or Owners of each Lot, by accepting a deed to a Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association the following Assessments: (1) Operating Assessments; (2) Special Assessments; (3) Individual Lot Assessments; and (4) Water Assessments all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot, nor shall any such liability be subject to any set-off or reduction for any reason.

C. Operating Assessments.

1. For the purposes of providing funds to pay:

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

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

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

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

v. 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 in its sole and unfettered discretion;

vi. an amount deemed adequate by the Board, in its sole and unfettered discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, including the private streets and drives, if any, Common Element storm sewers and Common Element water lines and apparatus, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

vii. the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, real estate taxes and assessments for the Common Elements owned by the Association (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot with a Dwelling constructed thereon and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the provisions of the Association Governing Documents.

2. An equal pro rata share of the Operating Assessments shall be assessed and collected as follows:

A. Initial Period. Commencing on the date a Lot with a Dwelling constructed thereon is initially conveyed to a home purchaser other than Declarant, such Lot and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, in the proportion that the number of full calendar days remaining in the calendar year from the date of the closing of the conveyance of the Lot is to 365. This amount may have been prepaid by the Declarant and if so, a credit back to the Declarant will be collected at the closing on the Lot.

B. Subsequent Calendar Year. For each full year following the year in which a Lot with a Dwelling constructed thereon is first conveyed to a home purchaser other than Declarant, the Lot and its Owner(s) shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall adopt a budget and establish an equal Operating Assessment amount, to be charged to each such

Lot with a Dwelling constructed thereon for such year. The Assessment amount shall be determined by dividing equally among all Lots in the Community that have a Dwelling constructed thereon and that have been conveyed to a home purchaser other than Declarant, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in owning and/or maintaining all Common Elements, and appropriate reserve funds).

The Declarant may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (a) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by Declarant as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year. If and to the extent funds provided by the Declarant to the Association are necessary as a result of the failure of Lot Owner(s) to pay all or any portion of duly levied Assessments to the Association, such amounts provided by Declarant may be characterized as non-interest bearing 'advances' or 'loans' by the Declarant to the Association, which the Association shall be obligated to repay to the Declarant upon demand, or which may be credited to the Declarant's payment of deficit(s) in any future year(s).

C. Due Dates. The Operating Assessments issued to a Lot and its Owners shall be payable in full within 10 days of the date on which such Assessment is issued; provided however that the Board may determine to allow payment in monthly, quarterly or semi-annual installments. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and notice of the Assessment shall be given to a Lot Owner not less than 10 days prior to the date the first installment thereof is due. Unless the Operating Assessment states that it is payable in installments, payment in full within 10 days shall be required.

D. Special Assessments. The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents and/or applicable law. Those Special Assessments shall be allocated among Lots and their Owners on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board

directs, provided that no such Special Assessment shall be due and payable on fewer than 30 days written notice.

E. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot and its Owner or Owners to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Association reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative or enforcement charge reasonably determined by the Board against any Lot and its Owner or Owners when the Lot is in violation of the provisions of the Association Governing Documents or the Owners or Occupants of that Lot or their guests or invitees violate any provision of the Association Governing Documents, or who suffers or permits the Occupants, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Association Governing Documents, including the restrictions contained herein and/or in the Rules.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes:

1. a description of the property damaged or of the violation of the restriction, Rule or regulation allegedly violated;

2. the amount of the proposed Individual Lot Assessment;

3. a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within 10 days after the Owner receives written notice of the proposed Individual Lot Assessment; and

4. in the case of a charge for violation of a restriction, Rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Lot Assessment is proposed to be charged, personally to an

Occupant of a Dwelling on that Owner's Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Lot Assessment proposed, the Board shall deliver to the Owner written notice thereof within 30 days of the date of that hearing.

F. Water Assessments. Because the water distribution system for the Community is a private system owned by the Association, the Association will receive one invoice for water service provided to the Community as a whole. Upon receipt of the invoice from the utility provider, the Board (or a third party vendor contracted by the Board to provide such service) shall bill each Lot Owner for such Owner's water and sewer charges based on a reading of such Owner's water meter and using the same unit rates charged to the Association; provided, however, that the Board (or such third party vendor) shall also include a service charge to defray the costs of administering the collection of the water and sewer charges. Water and sewer charges charged to a Lot shall constitute a Water Assessment and shall be due and payable to the Association not later than ten (10) days following receipt by the Lot Owner of the invoice therefor. The Association shall have the right to collect Water Assessments in the same manner that it collects other Assessments including the right to exercise all remedies set forth herein

G. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, is not paid within 10 days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Late Charge. If any Assessment or portion of any Assessment remains unpaid for 10 days after all or any part thereof became due and payable, the Board at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by the Board and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of (i) twelve percent (12%) and (ii) the highest rate permitted by law. In addition, reasonable administrative collection charges may also be assessed for any payment remaining unpaid for 10 days after it is due, which charge may be payable to the Association, or its Managing Agent, as determined by the Board.

3. Application of Payments. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Association in

connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for 10 days after it is due, then the Board may authorize the filing of a certificate of lien with the Franklin County Recorder's Office for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or its designated representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

6. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided

in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

7. Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot, may bring an action in the Franklin County Court of Common Pleas for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

8. Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

9. Vote on Association Matters; Use of Common Elements. If any Assessment, or portion thereof, remains unpaid for more than 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements owned by the Association, except for necessary ingress and egress to and from that Owner's Lot, shall be suspended until such Assessment is paid.

Article X. MAINTENANCE

A. Maintenance of Common Elements by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep in good repair the Common Elements and all portions thereof not maintained by the utility company or the local governmental authorities including, but not limited to, those Improvements on Reserves B, C, D, E, F, G, H and I, respectively, as identified on Exhibit A. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements constituting a part of the Common Elements owned by the Association or otherwise maintained by the Association, in good, clean, attractive, and sanitary condition, order and repair, including, but not limited to any

common mailbox bank(s); private portions of the storm sewer system that serve more than one Lot; private main water lines and apparatus serving the Community as a whole or serving more than one Lot; the private roads and streets, if any; retaining walls located within the Common Elements, and any common amenities, including a clubhouse and/or swimming pool, if any. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Community. Without limiting the generality of the foregoing, the Association shall, subject to the provisions of this Declaration, be responsible for and maintain the fencing within the "Fence Area", the hedge within the "Viburnum Hedge Planting Area" and the trees within the "Tree Planting Area". The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements required to be maintained by the Association.

B. Lawn Mowing and Snow Removal on Lots. Because of the unique sizes and configurations of the Lots, the Association, from and after the time that a Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide lawn mowing and fertilization services for the lawns located on a Lot that are not located within an enclosed or partially enclosed courtyard area on a Lot. In addition, the Association, from and after the time that a Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide snow removal services for the driveways and sidewalks located on that Lot (but not the service walk connecting the driveway to the front porch, stoop or courtyard); provided that the Association shall not be responsible for any ice mitigation or removal of ice from any driveway or sidewalk located on any Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute and unfettered discretion and the cost thereof will be a Common Expense. All other lawn maintenance activities not to be performed by the Association on each Lot, including, but not limited to, watering and irrigation of lawns, shall be the responsibility of the Owners of the Lot, unless the Association, in its discretion, chooses to assume those responsibilities.

C. Landscape Maintenance on Lots. From and after the time that a Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, the Association will be responsible for (i) seasonal weeding of the landscape beds located in front of a Dwelling on a Lot and not within the enclosed or partially enclosed courtyard area, (ii) maintenance of the trees and shrubs on a Lot that are not located within the enclosed or partially enclosed courtyard area on a Lot, (iii) seasonal mulching of the landscape beds located in front of a Dwelling on the Lot and that are not located within the enclosed or partially enclosed courtyard area on a Lot and (iv) any repairing, maintaining and replacing any retaining wall located on a Lot that was installed by or at the direction of the Declarant or the Association and that is intended to service more than one Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute and unfettered discretion and the cost thereof will be a Common Expense. The

Owner shall be responsible for all other maintenance of landscaping and beds on that Owner's Lot including, but not limited to, the watering and irrigation of the same. If an Owner of a Lot desires to change the plantings, originally planted by Declarant or the initial builder of the Dwelling on the Lot as part of the landscaping, or add new plantings in the front landscape beds, such Lot Owner must secure approval from the Design Review Committee prior to effecting any such change.

D. Maintenance by Owner. Notwithstanding the landscaping and lawn maintenance responsibilities and snow removal services outlined in Sections (B) and (C) of this Article X, and subject to the other provisions of this Section D, each Owner of a Lot shall repair, replace, and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to the provisions of this Declaration or by a governmental authority or is expressly the responsibility of another Owner. Each Owner shall be responsible for and shall promptly furnish all necessary materials and perform or cause to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements (including, specifically, and without limitation, all buildings, the Dwelling, driveways and landscaping) on that Lot that are not to be maintained by the Association; provided that in the case of Improvements within a Courtyard Easement, the Owner benefitted by the Courtyard Easement shall be responsible for the repair, maintenance and replacement of the same. Each Owner shall maintain those portions of that Owner's Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

E. Right of Association to Repair Lot. If any Owner fails to maintain that Owner's Lot or Improvements thereon 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 Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred.

F. Damage to Common Elements By Owner or Occupant. If any portion of the Common Elements is damaged by any Owner or Occupant, that Person's family, guests, or invitees, then the Board may levy an Individual Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

Article XI. MISCELLANEOUS

A. Term. The provisions hereof shall bind and run with the land for a term of forty 40 years from and after the date that this Declaration is filed for recording with the Recorder of Franklin County, Ohio and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members and the consent of all holders of first mortgage liens on Lots.

B. Enforcement; Waiver. The provisions of this Declaration and the provisions of the other Association Governing Documents may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Board, the Design Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, Rule or the provisions of the other Association Governing Documents, to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. Failure of Declarant, the Association, the Board, the Design Review Committee, or any Owner to enforce any provision of this Declaration, the Association Governing Documents or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof, the Rules, or any of the other Association Governing Documents.

C. Amendments.

1. Amendments by Declarant. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners or the Association. Any such amendment may modify the covenants, conditions, restrictions and easements set forth herein or may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or

the Veterans Administration; or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

Before or after the Turnover Date, Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and from time to time by executing and recording with the Recorder's Office of Franklin County, Ohio, an amendment or supplement to this Declaration or a supplemental declaration specifying that such Additional Property is part of the Community. Such an amendment or supplemental declaration shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such supplemental declarations or amendments or supplements to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

2. Amendments by the Association. After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, to dissolve this planned Community or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Franklin County Recorder. The Declaration may not be amended so as to eliminate the Association's responsibility to own, repair and/or maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

3. Amendments by the Board. After the Turnover Date, the Board may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (ii)

necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

No amendment made pursuant to the provisions of this Article XI, Section C may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

D. Declarant's Rights to Complete Development. Declarant 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 Declarant; (3) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through all streets, alleys, paths, walkways and easements located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Committee for any such activity or Improvement on any Common Elements or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

E. Declarant's Rights to Re-plat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or re-plat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or re-platting shall be the subject of any such amendment, alteration or re-platting. The Association and each Owner whose Lot is not altered by such amendment, alteration or re-platting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or re-platting and shall be deemed to have joined in the same.

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

1. any proposed amendment of this Declaration;

2. any proposed termination of the Association; and

3. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 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. The holder or insurer of a first mortgage on a Lot is not required by the Declaration to collect Assessments.

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

H. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of the Declarant, the Association, and the present and future owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner of any such property and those Owners' respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

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

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

K. Exhibits. The exhibits hereto are part of this Declaration as if set forth in full herein.

L. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the exhibits hereto.

M. Detachment from Columbus. At the time of the recording of this Declaration, the Property, including each Lot, is located in both City of Columbus and Perry Township in Franklin County, Ohio. The City, Township and Declarant have been in negotiations to detach the Property (including each Lot) from the City of Columbus pursuant to the provisions of Chapter 709 of the Ohio Revised Code so that the Property (and each Lot) will be located solely within Perry Township. At the time of the recording of this Declaration, the necessary documents and approvals allowing for the detachment have not yet been completed. Each Owner, by acceptance of a deed to a Lot, grants a power of attorney to the Declarant and appoints the Declarant or its designated representative as that Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Owner, any and all agreements, documents and other instruments necessary to complete the detachment of the Property from the City of Columbus as may be necessary or desirable, in the sole discretion of the Declarant or its authorized representative, to further establish or effectuate the detachment from the City of Columbus. This power is for the benefit of each and every Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable. Declarant's power of attorney and appointment as attorney-in-fact shall automatically expire and be of no further force and effect upon completion of the detachment of the Property from the City of Columbus.

N. Additional Provisions. The Community is subject to a "Joint Lake Agreement and Easement" of record in Official Record Volume 12892, Pages A04, et seq., records of the Recorder's Office, Franklin County, Ohio, and all amendments thereto. Pursuant to the provisions of the Joint Lake Agreement and Easement, the enjoyment, upkeep, repair and maintenance of a lake is shared with the owner of property adjacent to,

but not part of, the Community and the Community is responsible for the payment of one-half of the costs of upkeep, repair and maintenance of the lake.

IN TESTIMONY WHEREOF, the Declarant has caused the execution of this Declaration as of the date first above written.

EPCON RIVERSIDE, LLC,
an Ohio limited liability company

By _____
Joel D. Rhoades, Regional President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Regional President of EPCON RIVERSIDE, LLC, an Ohio limited liability company, on behalf of said liability company, this 13th day of March, 2020.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

Christopher A. Buerkle, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Situated in Perry Township, City of Columbus, County of Franklin, State of Ohio, and being Lots 1 through 81, both inclusive, and Reserves B, C, D, E, F, G, H and I as the same are numbered, identified, and delineated on the recorded plat of The Final Plat for The Courtyards on Riverside of record in Plat Book 127, Pages 42-44 (Instrument No. 201911010145696), Recorder's Office, Franklin County, Ohio.

EXHIBIT B

CODE OF REGULATIONS

(BYLAWS)

OF

THE COURTYARDS ON RIVERSIDE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Section 1.01. The name of this Ohio nonprofit corporation shall be The Courtyards on Riverside Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are set forth in the Articles of Incorporation for The Courtyards on Riverside Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as an association of the owners of residential Lots in a development known as and referred to herein as the "Courtyards on Riverside" or as the "Community". The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Act").

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Every individual or entity who is a record owner of a fee or undivided fee simple interest in a Lot (as defined in the Declaration) that has been subjected to the provisions of the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards on Riverside to which this document is attached, and any amendments or supplements thereto (hereinafter the "Declaration"), except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a "Member" of the

Association. "Owner", as used herein, as well as in the Declaration, means and includes the record Owner of a fee simple interest in a Lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a Lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the "Owner." The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendee interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership 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 Community shall be entitled to exercise one vote for each such Lot that the Owner or Owners own. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single Lot and not by percentage of interest.

Notwithstanding anything herein to the contrary, Epcon Riverside, LLC, an Ohio limited liability company and the Declarant of The Courtyards on Riverside (hereinafter, the "Declarant"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Declarant elects to relinquish the voting right, which relinquishment shall take place no later than the time the Community, including all "Additional Property" defined in the Declaration, has been developed to its fullest extent and all Lots have been deeded to bona fide purchasers unrelated to Declarant. At such time as Declarant elects to relinquish the voting right, each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provided herein, Declarant, including Directors appointed by and employed by the Declarant, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

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 or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single Lot 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 or entity attends a meeting, votes or executes a consent, then that person or entity may act for all.

Section 2.04. An entity which is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee or employee and any such person shall conclusively be deemed to have authority to vote and to execute any 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 entity that such authority does not exist or is vested in some other officer or person.

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. A telegram, cablegram, electronic mail or an electronic, telephonic or other transmission appearing to have been transmitted by a Member, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile or equivalent reproduction of a writing signed by a Member, appointing a proxy, is a sufficient writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) 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. After the relinquishment of control of the Association by the Declarant, 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 second quarter of each calendar year, on a date established by the Board of Directors of the Association. or on such other date within one month thereafter as may be designated by the Board of Directors from time to time. No annual meetings shall be required to be held prior to the Declarant's relinquishment of control of the Association.

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 following the relinquishment of control of the Association by the Declarant, by Members entitled to exercise not less than twenty-five percent (25%) 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, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than 60 nor less than five days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member's 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's Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve 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-45 days preceding the meeting. If no record date 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 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, and voting on the action; provided that no

action required by law, the Declaration, the Articles of Incorporation, 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 for their respective positions shall be elected and those candidates receiving the greatest percentage of votes shall serve the longest terms. 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 or represented by proxy at a meeting and voting on such matter, unless for the particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration 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 a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other 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 of Incorporation, this Code of Regulations, the Declaration 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 Declaration, the Articles of Incorporation 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. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations and the Rules (collectively, the "Association Governing Documents") and by the Planned Community Act until they resign, or until their successors are elected and qualified.

Before the relinquishment of control of the Association by the Declarant, the Declarant shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Declarant shall from time to time appoint in its sole and unfettered discretion. Members of the Board of Directors appointed by the Declarant need not be a Lot Owner, the spouse of a Lot Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association.

Subsequent to the relinquishment of control of the Association by the Declarant, the Board of Directors shall consist of three individuals. Directors elected at the meeting of Members in which Declarant relinquishes control of the Association shall be elected to staggered terms so that the term of one-third (one) of the Directors 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. Following the turnover of Declarant control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

Section 4.02. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is an Owner or Co-Owner of a Lot, the spouse of an Owner or Co-Owner of a Lot, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an Owner, and such Owner or Co-Owner must not then be delinquent in the payment of any obligation and/or Assessment (or portion of any Assessment) to the Association by more than 30 days, or then be an adverse party to the Association, or its Board of Directors or any member thereof (in that member's capacity as a member of the Board of Directors) in any litigation involving one or more of those parties.

Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V of this Code of Regulations. 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 if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by the Declarant, vacates membership on the Board of Directors as a result of death, resignation or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within 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 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 place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director may contemporaneously communicate with each other Director.

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 nor more than 20 days before the meeting, except that a regular meeting of the Board of Directors 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 of Directors 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 of Directors 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 that person 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 of Directors, except as otherwise

required by law, the Declaration, the Articles of Incorporation or this Code of Regulations. No Lot Owner or any other person, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and 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 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 of Directors may delegate to any such Managing Agent, person, firm or corporation such administrative and ministerial duties as it determines.

Section 4.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles of Incorporation, this Code of Regulations and the Planned Community Act, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations, Articles of Incorporation or Planned Community Act, and without limiting the generality of the foregoing, the Board of Directors shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, Code of Regulations and Articles of Incorporation;

(b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) subject to the provisions of the Declaration, repair, maintain and improve the Common Elements and other Improvements that are the responsibility of the Association;

(e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce Rules and regulations concerning the same;

(f) adopt and publish Rules and regulations (i) governing the use of the Common Elements and the personal conduct of Owners, Occupants and their guests thereon and (ii) such other Rules and regulations permitted by the Declaration;

(g) suspend the voting rights of an Owner during any period in which such Owner is in default by more than 30 days in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for each infraction of published Rules and regulations or of any provisions of the Declaration);

(h) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board of Directors;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association,

including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefor and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

(l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots a part of the Community;

(m) purchase and cause the Association to hold title to real property; and

(n) do all things and take all actions permitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 4.11. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board of Directors, and records of the names and addresses of Owners;

(b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when requested in writing by Owners representing not less than a majority of the voting power of Owners;

(c) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(d) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board of Directors to adopt a budget as provided herein or in the Declaration shall not constitute a waiver or a release of the obligation of an Owner to pay Assessments and,

in such event, the budget last adopted shall continue until such time as the Board of Directors adopts a new budget;

(e) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;

(g) procure and maintain insurance and bonds as provided in the Declaration, and as the Board of Directors deems advisable;

(h) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(i) take all other actions required to comply with all requirements of the Declaration, Articles of Incorporation and this Code of Regulations.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person. No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

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 of Directors.

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 of Directors. 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 Assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors 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 of Directors 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 of Directors; 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 committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. 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 of Directors. 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 of Directors.

ARTICLE VI

FISCAL YEAR

Section 6.01. 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 VII

INDEMNIFICATION

Section 7.01. The Association shall indemnify any officer or Director 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 that individual 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, 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 that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 7.01 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 that individual 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 that individual's 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 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(a) the Association shall not indemnify any officer or Director 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 that individual 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, 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 that individual 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 that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio 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, that individual 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 7.02.

Section 7.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, that individual 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 in connection therewith.

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 7.01. 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 individual to be indemnified, within the past five years, or (c) by the Members, or (d) by the Court of Common Pleas of Franklin County, Ohio 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 7.04 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 7.04]; 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 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. 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 7.04 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 individual who threatened or brought such action or suit, and within 10 days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 7.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 7.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by that individual, but only if such officer or Director 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 that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 7.04 that that individual is not entitled to be indemnified by the Association as provided under Section 7.01; 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, that individual 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 that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio 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, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by this Article VII 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 that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 7.07. 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 individual 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 that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VII. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 7.08. For purposes of this Article VII, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, 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 that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's 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 that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual 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 an individual who acted in good faith and in a manner that individual 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 VII; and

(c) The term "volunteer" shall mean a Director, officer, committee member or other agent of the Association, or another individual 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 VII, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 7.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Franklin County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Franklin County, Ohio in any such action, suit or proceeding.

ARTICLE VIII

NOTICES AND DEMANDS

Section 8.01. 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 her or mailed to him or her at his or her address as it appears on the records of the Association.

Section 8.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, 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 IX

AMENDMENTS

Section 9.01. 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 seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Lot Owners.

ARTICLE X

DURATION

Section 10.01. The Association shall exist so long as the provisions of the Declaration are applicable to the Community.

ARTICLE XI

MISCELLANEOUS

Section 11.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.