DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS

This Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens (this "**Declaration**") is made on or as of this 22 day of November, 2004, by TANGLEWOOD DEVELOPMENT COMPANY LLC, an Ohio limited liability company, whose address is 5000 Tuttle Crossing Boulevard, Dublin, Ohio 43016 ("**Developer**").

Background

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

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

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

4. Developer hereby declares that all of the Subject Property shall be encumbered with the following covenants, easements, restrictions and conditions which shall run with the land and be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Developer, the Developer's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

5. Further, Developer 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 certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Developer shall cause to be incorporated a homeowners' association 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.

6. The Subject Property, and ultimately the entire Community, will be part of a larger development known as "*Glenross*", which may encompass, in addition to the Community, recreational facilities, including a clubhouse and pool area, open spaces and reserves, landscaped areas, storm water detention facilities, one or more areas containing condominium units, all of which such residential units contained in Glenross shall be part a master association of owners to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions thereof, to own certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Developer shall cause to be incorporated a master association

under and pursuant to the laws of Ohio, whose members are and will be all of the owners of a residential unit in Glenross.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Community, Developer hereby declares that all of the Subject Property shall be held, developed, improved, encumbered, sold, conveyed and occupied subject to the following covenants, easements, and restrictions:

1. DEFINITIONS.

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

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

(b) "**Additional Property**" -- property that may in the future be subjected to the plan for the Community provided hereby, and consists of such property as Developer, in its sole discretion, may from time to time determine and designate as Additional Property.

(c) "**Architectural Review Committee**" -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.

(d) "**Articles" and "Articles of Incorporation**" -- the articles, when filed with the Secretary of State of Ohio, incorporating Reserve at Glenross Homeowners' Association, Inc. (the "**Association**") as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("**Chapter 1702**").

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

(f) "**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 non-profit corporation named "*Reserve at Glenross Homeowners' Association, Inc.*"

(g) "**Board**" -- the Board of Directors of the Association.

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

(i) "**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, Reserves, entranceway and community border features, detention areas, and other property designated by Developer or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners of the Lots in the Community. Certain real property and personal property may be determined to be a common element that benefits more than the Community and as such will be owned and maintained by the Master Association.

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

(k) "**Community**" or "Reserve at Glenross" -- all property that at any time has been subjected to the provisions of this Declaration (which initially includes all of the Subject Property), the Common Elements, and any Additional Property.

(l) "**Developer**" – Tanglewood Development Company LLC and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

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

(n) "**Glenross**"--the larger development of which the Community is a part.

(o) "**Golf Course**"—That portion of Glenross owned by the Golf Company and operated as a golf course.

(p) "**Golf Company**"—Tanglewood Golf Course Company, an Ohio corporation, their successors and assigns, and any operator of the Golf Course.

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

(r) "**Improvements**" -- all homes, buildings, outbuildings, sheds, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas; swing-sets, playground equipment, playhouses and forts; pet houses, runs and enclosures; basketball hoops, tennis courts, and all other types of permanently installed recreational courts,

fixtures, and facilities; slope and drainage features, structures and conditions; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other improvements and/or structures 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 Governing Documents, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Association, including 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 subdivision plat of property in the Community, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Developer, and subjected to the provisions of this Declaration, excluding the Common Elements, Master Common Elements, and any portion of the Community dedicated for public use, including Exempt Property.

(u) "**Manager**" -- the person or entity retained by the Board to assist in the management of the Association.

(v) "**Master Association**"-- an association of all present and future owners of residential dwelling units in Glenross, whether being homes on lots, including the Owners of Lots in the Community, condominium units, except Owners of Exempt Property with respect to that property. The Master Association is being incorporated as an Ohio non-profit corporation.

(w) "**Master Common Elements**"—all real and personal property interests now or hereafter acquired by the Master Association or benefited by easement to it, pursuant to the provisions of the Master Association Declaration, or otherwise for the common use and enjoyment of the owners and occupants of Glenross or for the operation of the Master Association.

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

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

(z) "**Operating Assessments**" -- an assessment that the Board may levy upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to

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

(aa) "**Owner**" and "**Lot Owner**" -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding the Developer and all others having an interest merely as security for performance of an obligation.

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

(cc) "**Reserves**" -- one or more of the Reserves or open spaces in the Community, as delineated and shown on a recorded plat and subjected to the provisions hereof.

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

(ee) "**Special Assessment**" -- an assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board.

(ff) "**Subject Property**" -- all property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Exhibit A, and which may be expanded to encompass all or any part of the Additional Property.

(gg) "**Turnover Date**" -- the date on which Developer relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, and all Lots have been deeded to bona fide purchasers, provided Developer 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 it determines in its sole discretion.

2. GOALS.

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

(a) Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;

(b) Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;

(c) Enforcement of architectural controls and restrictions applicable to the Community;

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

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

3. THE ASSOCIATION.

3.1. Purposes.

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

(a) own, repair, maintain, regulate the use of, and to have easements with respect to various facilities, amenities, and property in the Community that benefit all of the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as designated to be Common Elements by Developer, and after the Turnover Date, by the Board;

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

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

3.2. Mandatory Membership.

Every Lot Owner 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, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the 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 shall be those Lots that are subjected hereby to the provision of this Declaration, but as portions of the Additional Property or additional portions of the Community are subdivided and platted into Lots, and the Lots therein subjected by amendments hereto to the plan hereof, 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 Owner, provided further, there shall not be a membership appurtenant to a Lot that is Exempt Property, 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 or Master Common Element, for so long as it remains a Common Element or Master Common Element. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Governing Documents.

3.3. Powers; Authority; Duties.

The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the 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, 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 these covenants, including, but not limited to, the proceeds of the assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The 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.

3.4. Other Agreements.

The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, 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 community, subdivision and condominium associations and/or master associations pursuant to which the Association agrees (i) 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 (ii) grant reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

3.5. Rules and Regulations.

The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property which is a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners for any infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof. In addition, the Board shall have the power to seek relief, including injunctive relief, in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

3.6. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

3.7. Managing Agent.

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

3.8. Insurance.

(a) Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, 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, 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;

(iv) shall not be cancelled upon less than thirty (30) days notice to the Association; and

(v) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Owners.

(b) Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements 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 (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) $1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. 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, 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 or substantially modified by any party, without at least thirty (30) days prior written notice to the Association.

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

(d) Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements, 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.

3.9. Condemnation.

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

3.10. Books; Records.

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

4. THE MASTER ASSOCIATION.

4.1. Purposes.

The purposes of the Master Association are to own and have easements with respect to, and repair, maintain and regulate the use of, various facilities and amenities in Glenross, now or in the future, that benefit all of Glenross and its owners and occupants, or Glenross generally and not just the Owners of Lots in the Community, and may include without limitation, the private roads (not part of a condominium community), if any, all or a portion of drainage or retention ponds and areas, landscaped areas and entry features, walking and biking trails, parks, landscaped areas, street lighting, a community clubhouse and swimming pool, and possible other Glenross amenities. Developer makes no representation hereby that Glenross will contain all or some of these recreation facilities, for the providing of some of which will depend on future sales.

4.2. Mandatory Membership

The Master Association is an association of present and future owners of residential dwelling units in Glenross, whether homes on lots, including the Owners of Lots in the Community or condominium units. The owners of such property in Glenross shall become

members of the Master Association when lots, including the Lots on Exhibit A attached hereto, are created by subdivision plat and subjected to the provisions of the Master Association Declaration, or when units are created by the owners of condominium communities and subjected to the provisions of a condominium declaration and the Master Association Declaration. Each such property shall be held, sold, and conveyed subject to the requirement that the owner or owners thereof be members of the Master Association, and subject to the provisions of the Master Association Declaration, and the articles of incorporation, code of regulations, and lawful rules and regulations of the Master Association.

5. THE COMMON ELEMENTS.

Developer may, from time to time, at Developer's option, convey to the Association, for the use and benefit of the Association and the Owners and Occupants, real or personal property, or any interest therein, as part of the Common Elements, provided that property is free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, including, to the extent Developer so determines, those contained herein, and all other liens and encumbrances of record or otherwise affecting the property. All such Common Elements shall consist solely of property (i) benefiting two or more Lots, Owners, and/or Occupants in the Community, as the same may from time to time be constituted; or (ii) as required by zoning. In addition, the Developer may also grant such easements to the Association as the Developer, in its sole discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

6. ASSESSMENTS.

6.1. Types of Assessments.

Subject to the provisions of this Article, each Lot Owner, shall be subject to the following Assessments, which by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) covenants and agrees to pay to: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot.

6.2. Operating Assessments.

For the purposes of providing funds to pay:

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

- the estimated assessments of the Master Association allocable to the Lots in the Community;

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

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

- the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Developer;

- 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;

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

- the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, 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 and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

(a) Initial Period. Commencing the first day of the first full month after a Lot with a dwelling constructed thereon has been conveyed by Developer to a home purchaser, such Lot Owner shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12). This amount may have been prepaid by the Developer and if so, a credit back to the Developer will be collected at the closing on the Lot.

(b) Subsequent Calendar Year. Prior to January 1 (or a reasonable time thereafter) of each calendar year thereafter, the Board shall establish a budget for anticipated operating expenses for the next following Operating Assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in the Community that have had a dwelling constructed thereon

and that have been conveyed to a bona fide home purchaser, and assess each such Lot and its Owner or Owners for the apportioned amount.

(c) Due Dates. The Operating Assessments shall be due in monthly, quarterly, semi-annual, or annual installments, as the Board may determine. Except for the initial payment of Operating Assessments, notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to a Lot Owner not less than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

(d) Parade of Homes Lots. Notwithstanding the above, as to the Lots that are part of the 2005 Parade of Homes (the "**Parade**") or those Lots sold to the Parade home builders as part of the Parade, the Operating Assessment will not commence until the earlier of (i) the first day of the first full month after a Parade Lot has been transferred to a bona fide home purchaser, or (ii) January 1, 2006.

6.3. Special Assessments.

The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

6.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot Owner 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 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 charge reasonably determined by the Board against any Lot Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules. Upon its determination to levy an Individual Lot Assessment, the Board shall give the affected Lot Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Lot Assessment.

6.5. Remedies.

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

(b) Late Charge. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of (i) the "prime rate" charged locally by a nationally recognized bank in the Columbus area plus five percent (5%) per annum or (ii) the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.

(c) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the 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.

(d) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any Officer, authorized agent or the Manager of the Association or its authorized representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

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

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

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

(g) 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.

(h) Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

7. MAINTENANCE.

7.1. Maintenance by Association.

Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep the Common Elements in good, clean, attractive, and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements situated upon the Common Elements, including but not limited to the Reserves, any open spaces, entranceways, community border areas, the maintenance, repair and replacement of any Additional Easement Areas (except as provided for in 6.5 below), and the maintenance, repair and replacement of all personal property used in connection with the operation of the Association.

7.2. Maintenance by Owner.

Each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of Improvements on and equipment and components

located upon that Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements on such Lot. No Lot or other Improvement shall be permitted to become overgrown, unsightly or fall into disrepair. Each Owner shall maintain that Owner's Lot in accordance with the Rules and the requirements set forth by the Association as provided for herein.

7.3. Right of Association to Repair Lot.

In the event any Owner fails to maintain that Owner's Lot in the manner required herein, and that Lot remains in disrepair for a period of thirty (30) days after notification by Developer or the Association to said Owner, and if the Board or Developer determines that any maintenance of that Lot or Improvements thereon 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, to preserve the value of the Community, or to comply with the Rules or the terms of this Declaration, then the Board or Developer may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance, and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred or, if performed by Developer, those expenses shall be reimbursed by the Owner to Developer.

7.4. Damage to Common Elements By Owner or Occupant.

In the event the need for maintenance or repair of any part of any Common Element is caused by the negligent or intentional act of any Lot Owner or Occupant, or that Person's licensees or invitees, or in the event any Common Element is damaged by any Owner or Occupant, or that Person's licensees, or invitees, then the Board may maintain, repair, and\or replace the same and the cost thereof shall constitute an Individual Lot Assessment against such Lot and its Owner. The determination that such maintenance, repair or replacement is necessary and\or has been caused so caused, shall be made by the Board in its sole discretion. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

8. ARCHITECTURAL STANDARDS.

From and after the Architectural Review Board of the Master Association has approved the initial home on any Lot, all property at any time thereafter shall be subject to the provisions hereof shall be governed and controlled by the following:

8.1. Architectural Review Committee.

The Architectural Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three (3) members of the Architectural Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Architectural Review Committee. The Architectural Review Committee shall have the exclusive authority, by action of two (2) or more of the members thereof, at a private or public meeting, to determine the

architectural standards which shall govern the construction of Improvements on 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 Architectural Review Committee. No Improvement shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Architectural Review Committee and otherwise complies with any zoning regulations and all provisions hereof. **Anything elsewhere herein to the contrary notwithstanding, swimming pools, hot tubs, saunas, outdoor playsets or swingsets, fences and outbuildings of any nature are prohibited on Lots adjoining the Golf Course.**

8.2. Modifications.

Except as otherwise provided herein, and from and after the Architectural Review Board of the Master Association has approved the initial construction of a home on the Lot, the Architectural Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to a Lot. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct any porch, deck, patio, gazebo, or pool, modify any landscaping, install any signs not otherwise permitted herein or by federal law, without the prior written consent of the Architectural Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Architectural Review Committee for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval.

8.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

8.4. Improvements by Developer.

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

8.5. Liability Relating to Approvals.

Neither Developer, the Association, the Board, the Architectural 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 Architectural 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.

9. USE RESTRICTIONS.

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

9.1. Use of Lots.

Except as otherwise specifically provided in this Declaration, no dwelling on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, Specifically, no dwelling may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. In addition, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached two car garage. No bi-level homes shall be permitted. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Developer or builders approved by Developer, for sales and construction management and related uses during the construction and sale of homes in the Community. All homes shall comply with material standards as approved by the local governmental authority for this Community and by the Architectural Review Committee. Additionally, substantially identical styles of a home's exterior elevation shall not be duplicated on any Lot located immediately adjacent on either side of such home or on any Lot located directly across the street from such home (*i.e.*, if the Lot located across the street from such home has boundary lines that intersect with the boundary lines of the Lot on which the home is located). Further, not more

than 25% of all single family homes constructed in any one section of the Community will have an identical style of exterior elevation.

9.2. Improvements on Lots adjoining Golf Course.

Anything elsewhere herein to the contrary notwithstanding, swimming pools, hot tubs, saunas, outdoor playsets or swingsets, fences and outbuildings of any nature are prohibited on Lots adjoining the Golf Course.

9.3. Minimum Square Footages.

No dwelling shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

9.4. Use of Common Elements.

The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and/or enjoyment of the Owners and/or Occupants, and shall comply with the provisions of this Declaration and all other Governing Documents, and the laws of the State.

9.5. 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 residing on any other Lot. These provisions shall not be construed so as to prohibit Developer or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

9.6. Signs.

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

9.7. 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 in a dwelling on a Lot, provided that: (i) 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 (ii) the right of an Owner or Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, 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 Architectural Review Committee.

9.8. Nuisances.

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

9.9. Business.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a "home office" use is permitted, provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board; (ii) an Owner or Occupant may maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business, make professional telephone calls or corresponding in or from a residence; and (iii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Common Elements may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Developer and by builders and developers as approved by Developer, 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.

9.10. Storage.

No storage buildings, barns or sheds of any kind are permitted on any Lot. This section shall not apply to any storage as may be necessary during the construction of homes on the Lots.

9.11. Hotel/Transient Uses.

No Lot or Improvement thereon 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.

9.12. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

9.13. Trash.

Except for the reasonably necessary activities of Developer during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be screened from view from any other Lot or street, except when temporarily

placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than eight hours following the trash pick-up.

9.14. Antennae.

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

9.15. Utility Lines.

All utility lines in the Community shall be underground, subject only to the exceptions required by governmental authorities having jurisdiction, utility companies, Developer, and the Board.

9.16. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. This section shall not apply during the construction of any homes on the Lots or to any Lot containing Developer's sales trailer.

9.17. Street Tree.

Developer may designate one or more trees as deemed necessary by Developer along the street in front of each Lot as a "street tree". If Developer determines to designate street tree(s) then each Lot Owner agrees to care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree having a caliper greater than or equal to 2 1/2".

9.18. Mailbox.

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

9.19. Yard Lights and Lamp Posts.

All yard lights and lamp posts, if any, shall conform to the standards set forth by the Architectural Review Committee. If a yard light or lamp post is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such yard light and/or lamp post with an identical yard light or lamppost, or if unavailable, with another of a like kind, design, pattern and color as the initial yard light and/or initial lamp post.

9.20. Fencing.

No fence, wall, or barrier of any kind may be erected on any Lot or Reserve, except as required by law.

9.21. Swimming Pools.

No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this restriction shall not prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults. In the event that an in-ground swimming pool is permitted to be installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Section 9.20 to the contrary, provided such fence shall be subject to prior written approval of the Architectural Review Committee as to design and location on the Lot. Notwithstanding the above, no swimming pools, hot tubs or saunas are permitted on the Lots adjoining the Golf Course.

9.22. Compliance with Zoning.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, and as such requirements may be amended or modified, is required by this Declaration.

9.23. Miscellaneous.

The following Improvements shall not be permitted on any Lot in the Community:

(a) outdoor clotheslines; and

(b) window air conditioning units on any window facing a street.

(c) on Lots adjoining the Golf Course, swimming pools, hot tubs, saunas, outdoor playsets or swingsets, fences and outbuildings of any nature are prohibited.

10. EASEMENTS AND LICENSES.

10.1. 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, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

10.2. Right of Entry for Repair.

The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots, for the purpose of exercising the Association's rights, or performing the Association's obligations as set forth herein. The Association may enter any Lot to remove or correct any violation of any provision hereof, or any Rule, or to maintain, repair, and replace the Common Elements and/or Additional Easement Areas, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of an emergency.

10.3. Easement for Utilities and Other Purposes.

The Board or Developer may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Developer 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 Developer may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Developer 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 Developer 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).

10.4. Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements and the Lots to perform their duties.

10.5. 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.

10.6. Golf Course Easement Across Lots Adjacent to Golf Course

The Golf Company shall have a license permitting and authorizing their agents and registered golfers and their caddies to enter upon a 10' strip of land on Lots, Common Elements, and Master Common Elements located contiguous to and parallel with the property line of the Golf Course, and to do every act reasonable and proper to the playing of golf on the Golf Course. Such acts shall include, but not be limited to, the recovery of golf balls from such area of the Lot, Common Elements, and Master Common Elements and the flight of golf balls over and upon such area of the Lot, Common Elements, and Master Common Elements. No Owner shall have any right to object to or seek the enjoining of the common and usual activities associated with the game of golf and with all the normal and usual activities of operating and maintaining the Golf Course, including the usual and common noise level created by the playing of the game of golf and operating equipment to irrigate and maintain the Golf Course. Further, no Bermuda Grass, except that of a variety recognized to be pollen free, shall be grown or permitted on any Lot, Common Elements, or Master Common Elements located adjacent to the Golf Course. Each Owner hereby acknowledges and agrees that the property in the Community is burdened with an easement permitting golf balls unintentionally to come upon the Lots, Common Elements, and Master Common Elements. Each Owner by acceptance of a deed to any Lot acknowledges the possibility of personal injuries and/or property damage resulting from errant golf balls as a consequence of living in a residence situated on or near the Golf Course. EACH OWNER AND OWNERS ASSOCIATION HEREBY WAIVES AND RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE GOLF COMPANY (AND ANY PERSON RETAINED BY THE GOLF COURSE OWNER TO OPERATE THE GOLF COURSE), DEVELOPER, DOMINION HOMES, INC., THE ASSOCIATION, THE MASTER ASSOCIATION AND ANY AUTHORIZED USER OF THE GOLF COURSE FROM ANY AND ALL ACTION, CAUSE, SUIT, CLAIM OR DEMAND WHATSOEVER, IN LAW OR IN EQUITY, AS A RESULT OF PROPERTY DAMAGE OR PERSONAL INJURY TO SUCH OWNER, THEIR GUESTS, FAMILY MEMBERS, EMPLOYEES, LICENSEES OR INVITEES, CAUSED BY AN ERRANT GOLF BALL OR OTHERWISE ATTRIBUTABLE TO THE DESIGN, PLAY OR MAINTENANCE OF THE GOLF COURSE.

Developer reserves to itself and to the Golf Company a perpetual easement in, through, under and over a 10' strip of land on Lots and all other property in the Community located contiguous to and parallel with the property line of the Golf Course for the purpose of maintaining the Golf Course including, without limitation, any landscaping and fencing located thereon.

10.7. Interference with Golf Course Play.

Owners on Lots bordering the Golf Course shall be obligated to refrain from any actions which would detract from the quality of play on the Golf Course. During any golf tournament held at the Golf Course which is sanctioned by any professional golfer's association or international, national or state amateur golf association, Owner's of Lots bordering the Golf Course shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause a disturbance to the play on the Golf Course.

10.8. Additional Golf Company Easements.

The Golf Company, its employees, members, guests, invitees, contractors, subcontractors and agents are hereby granted a non-exclusive easement to use designated crossings within any public street for the purpose of access to all areas of the Golf Course. Notwithstanding the foregoing or any other provision contained herein, the Common Elements shall be reserved for the exclusive use of the Owners. Neither the Golf Course Company nor their agents and registered golfers shall have any rights with respect to the Common Elements, except as Developer and the Golf Company may mutually agree with respect to reciprocal easements for the use of parking areas and golf cart paths.

10.9. Restriction on Easements Adjoining the Golf Course.

Each Owner of a Lot, by acceptance of a deed to such Lot acknowledges and agrees that there are no light, air, access, view or similar easements or rights appurtenant to any Lot or Common Elements constituting a burden on the Golf Course of the Golf Company and nothing in this Declaration shall prevent or prohibit the Golf Company from constructing landscaping, mounding, fencing and/or other improvements on the Golf Course in such a manner as the Golf Company may determine.

11. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by the occupants of that Owner's Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Association.

12. MISCELLANEOUS.

12.1. Term.

The provisions hereof shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the Recorder of Delaware County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than seventy-five percent (75%) of the voting power of all Members.

12.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Developer, any Owner, the Association, the Architectural Review Committee, the Master Association, the Master Association's Architectural Review Board, the Golf Company (which shall be considered a third party beneficiary to this Declaration), and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any

covenant, restriction, or Rule to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

12.3. Amendments.

Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Developer may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such Additional Property is part of the Community. An amendment hereby made by Developer shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such Additional Property.

In addition, this Declaration may be amended or modified after the Turnover Date 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 Developer shall be required for any amendment or modification which affects Developer'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, including but not limited to eliminating the Association's responsibility to repair and maintain Common Elements or to eliminate the obligation of the Owners to be members of the Master Association or the duties owed thereto. 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 County Recorder of the County in which the Community is located.

12.4. Developer's Rights to Complete Development.

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

12.5. Mortgagee Rights.

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

(a) Any proposed amendment of this Declaration;

(b) Any proposed termination of the Association; and

(c) Any default under the provisions hereof which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days following the date a notice describing a default is sent to an Owner.

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

12.6. Indemnification.

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

12.7. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Developer, 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.

12.8. Severability.

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

12.9. Enforcement; Waiver.

Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

12.10. Notices.

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

12.11. Exhibits.

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

12.12. 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.

12.13. Captions.

The caption of each article, section and paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

12.14. Additional Disclosures.

The Subject Property, and in the future the Community and ultimately, Glenross, is subject to a Declaration of Covenants, Restrictions and Agreements for a New Community Authority (the "**CDA Declaration**") recorded in the Recorder's Office, Delaware County, Ohio. Owners and their successors and assigns shall be responsible for the Community Development Charge which, subject to waiver, reduction, increase or termination as provided in the CDA Declaration, shall be 7.5 mills. The Community Development Charge shall commence no earlier than the date a Certificate of Occupancy is issued on a Lot.

IN TESTIMONY WHEREOF, Developer has caused the execution of this Declaration on the date first set forth above.

TANGLEWOOD DEVELOPMENT COMPANY LLC,
an Ohio limited liability company

By: _____
Karl E. Billisits, President

STATE OF OHIO :
:
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 22 day of November, 2004, by Karl E. Billisits, President of Tanglewood Development Company LLC, an Ohio limited liability company, on behalf of that limited liability company.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

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

This instrument prepared by:

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

EXHIBIT A

SUBJECT PROPERTY

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

Being Lots numbered Nine Thousand Seven Hundred Forty-three (9743) through Nine Thousand Eight Hundred Seventeen (9817), inclusive, of GLENROSS GOLF CLUB, SECTION 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 3, Slides 456-456 E, Recorder's Office, Delaware County, Ohio.

201100007606
Filed for Record in
DELAWARE COUNTY, OHIO
MELISSA JORDAN: RECORDER
03-09-2011 At 09:00 am.
DECLARATION 144.00
OR Book 1034 Page 1057 - 1071
201100007606
LOVELAND & BROSIUS

CODE OF REGULATIONS (BYLAWS)
OF
RESERVE AT GLENROSS HOMEOWNERS' ASSOCIATION, INC.

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

BACKGROUND

A. Reserve at Glenross is a residential subdivision a part of the Glenross Golf Club located in the State of Ohio, County of Delaware and City of Delaware and currently consisting of property shown, delineated, described and identified as being part of Reserve at Glenross on the recorded plats of record in Plat Cabinet 3, Slides 456-456E, Plat Cabinet 3, Slides 667-667D, Plat Cabinet 3, Slides 669-669D, and Official Record Volume 756, Pages 1537-1540), all of the records of the office of the Recorder of Delaware County, Ohio, and such other property, if any, that has been or is made part of the Reserve at Glenross and subjected to the Declaration described herein.

B. A plan of covenants, easements, restrictions, and assessment liens for Reserve at Glenross, a subdivision of residential lots in the State of Ohio, County of Delaware, and City of Delaware, was created by the filing and recording of the declaration therefore (the "Declaration") recorded in Official Record Volume 563, Pages 874-909, inclusive, Official Record Volume 675, Pages 562-565, Official Record Volume 760, Pages 2834-2837, inclusive, records of the Office of the Recorder of Delaware County, Ohio, as the same have been amended and supplemented to date.

C. Pursuant to the provisions of the Declaration and the filing, on or about November 30, 2005, of articles of incorporation with the Ohio Secretary of State, Reserve at Glenross Homeowners' Association, Inc. (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in the Reserve at Glenross community for the benefit of the owners of lots in Reserve at Glenross and for administering and enforcing the terms and conditions of the Declaration. Each owner of a lot that was subjected to the Declaration is a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

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

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

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

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

CERTIFICATION

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

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

BOARD OF DIRECTORS OF RESERVE AT GLENROSS HOMEOWNERS' ASSOCIATION, INC.,
an Ohio corporation not-for-profit

By _____
Michael A. Archer, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

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

KAREN K. SNIDER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 31, 2011

_____
Notary Public

KAREN K SNIDER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 31, 2011

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

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

ARTICLE VI

INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

NOTICES AND DEMANDS

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

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

ARTICLE VIII

AMENDMENTS

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

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

ARTICLE IX

DURATION

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

Exhibit A

CODE OF REGULATIONS

OF

RESERVE AT GLENROSS HOMEOWNERS' ASSOCIATION, INC.

Section 1.01. The name of this Ohio nonprofit corporation shall be Reserve at Glenross Homeowners' Association, Inc. (the "Association").

Section 1.02. The purpose for which the corporation is formed is, generally, to serve as the "homeowners' association", as that term is defined in Section 528 of the United States Internal Revenue Code, as now in effect and as may be amended from time to time (the "Code"), for the Reserve at Glenross Subdivision, which subdivision is an expandable subdivision of residential properties located in the State of Ohio, County of Delaware, Village of Sunbury. The first phase of the subdivision was platted by Dominion Homes, Inc., by a plat recorded on December 1, 2005 as Instrument No. 200500048877, Cab 3, slide 667-667D, records of the Recorder of Delaware County, Ohio (hereinafter, this subdivision, including all land and property later added to the subdivision, will be referred to as the "subdivision" or the "development"). To that end, this corporation will hold title to, or easements upon, land within the development, as it may be expanded, for common purposes, including, but not limited to, detention areas, landscape areas, open areas, reserve areas, and/or landscape entry areas, and improvements thereon; it shall maintain and administer such land and common areas and elements in accordance with all plats now and hereafter placed of record for the Reserve at Glenross Subdivision; and it shall perform all functions assigned or delegated to it in all deeds and declarations containing covenants and restrictions for Reserve at Glenross, and all amendments thereto (hereinafter collectively "the Restrictions"). Dominion Homes, Inc. or its assigns in the capacity of developer of the subdivision is designated and shall hereinafter be referred to as "the Developer" of the subdivision.

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

ARTICLE II

MEMBERS AND VOTING

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

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

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

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

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

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

ARTICLE III

MEETINGS OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

OFFICERS AND COMMITTEES

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

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

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

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

Doc ID: 010928480005 Type: OFF
Kind: DECLAR AMEN
Recorded: 12/21/2015 at 11:52:11 AM
Fee Amt: $84.00 Page 1 of 5
Workflow# 0000109118-0005
Delaware County, OH
Melissa Jordan County Recorder
File# 2015-00036100
BK 1394 PG 982-986
PULTE TITLE AGENCY OF OHIO
LLC (BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

FIRST AMENDMENT
AND
EIGHTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS
FOR
RESERVE AT GLENROSS

THIS FIRST AMENDMENT AND EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "First Amendment and Eighth Supplement") is made as of the 16th day of December, 2015 by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company LLC ("Tanglewood"), as developer.

BACKGROUND

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, that certain Third Supplement to Declaration of Covenants,

Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio, that certain Sixth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio, and that certain Seventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500029989 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration").

WHEREAS, Pulte has succeeded to the interest of Tanglewood as "Developer" under the Declaration;

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

WHEREAS, Pulte is the owner of all the real property located in Delaware County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Enclave at Glenross Property") and desires to submit such property to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration;

WHEREAS, Section 12.3 of the Declaration provides that, until the Turnover Date, Developer may in its sole and absolute discretion unilaterally amend the provisions of the Declaration at any time without the consent of any other Owners; and

WHEREAS, Pulte desires to amend the Declaration to provide for a separate assessment schedule for the Owners of the Lots contained within the Enclave at Glenross Property because the private road running through the Enclave at Glenross Property will be owned and maintained by the Master Association.

NOW THEREFORE, pursuant to the powers reserved in the Declaration, the parties hereby declare that:

1. Additional Property. All of the Enclave at Glenross Property shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration as the same is supplemented and amended from time to time, which shall run with the Enclave at Glenross Property and shall be binding upon, and inure to the benefit of, all parties now

or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

2. Definitions Amendment. Section 6.2 of the Declaration is hereby amended to add the following definition to the end of such Section:

> " **"Enclave Private Road"** -- the private road, shown as Lot 11142 in the ENCLAVE AT GLENROSS, as the same is labeled and delineated upon the recorded plat thereof, of record in Book 1383, Pages 2444-2446, and Plat Cabinet 4, Slides 42-42B, Recorder's Office, Delaware County, Ohio. The Enclave Private Road shall not include the portion of the private drive not shown on the plat of record in Book 1383, Pages 2444-2446, and Plat Cabinet 4, Slides 42-42B, Recorder's Office, Delaware County, Ohio."

3. Operating Assessment Amendment. Section 6.2 of the Declaration is hereby amended to add the following to the end of such Section:

> "In addition to the Operating Assessments to be assessed to all Lots in the Community, the Lots contained within the Enclave at Glenross Property shall be assessed an additional operating assessment to be paid to the Association to pay for the maintenance by the Master Association of the Enclave Private Road, where such maintenance shall include, but not be limited to, lighting, pavement maintenance, snow and ice removal and mitigation, other such incidental maintenance to the Enclave Private Road, and related signage. Such assessment shall include an adequate reserve for future costs for maintenance of the Enclave Private Road, as determined by the Master Association. Such assessment will be collected by the Association to be paid to the Master Association, and will be kept by the Master Association in a separate fund to be used only for the maintenance of the Enclave Private Road."

4. Special Assessment Amendment. Section 6.3 of the Declaration is hereby amended to add the following to the end of such Section:

> "The Board, at the behest of the Master Association, may levy against all Lots within the Enclave at Glenross Property, Special Assessments to pay for necessary capital improvements to the Enclave Private Road or for unanticipated operating deficiencies related solely to the maintenance of the Enclave Private Road."

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

6. Effect of Amendment. In the case of conflict between the Declaration and this First Amendment and Eighth Supplement, the terms of this First Amendment and Eighth Supplement

shall control. Any term or provision of the Declaration not amended by this First Amendment and Eighth Supplement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, Pulte has caused the execution of this First Amendment and Eighth Supplement as of the date first above written.

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 17TH day of December, 2015, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the company.

_____
Notary Public

(Seal) NOTARIAL SEAL STATE OF OHIO

STEPHEN PECK
Notary Public, State of Ohio
My Commission Expires 01/15/2017

This instrument prepared by:

David G. Gentry
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151

EXHIBIT A

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Eleven Thousand One Hundred Twenty-Three (11123) to Eleven Thousand One Hundred Forty-Two (11142), both inclusive, in ENCLAVE AT GLENROSS, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1383, Pages 2444-2446, and Plat Cabinet 4, Slides 42-42B, Recorder's Office, Delaware County, Ohio.

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 10-16-15 Transfer Tax Paid 0
~~TRANSFERRED OR~~ TRANSFER NOT NECESSARY
Delaware County Auditor By SC

Doc ID: 010863360004 Type: OFF
Kind: DECLAR SUPP
Recorded: 10/16/2015 at 01:43:55 PM
Fee Amt: $44.00 Page 1 of 4
Workflow# 0000105281-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2015-00029989
BK 1382 PG 2477-2480

PULTE HOMES OF OHIO LLC
(BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

SEVENTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS
FOR
RESERVE AT GLENROSS

THIS SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "Seventh Supplement") is made as of the 30TH day of September, 2015 by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company ("Tanglewood"), as developer.

BACKGROUND

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, and that certain Third Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and

Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio, and that certain Sixth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration").

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

WHEREAS, Pulte has succeeded to the interest of Tanglewood as Developer;

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

WHEREAS, the Property is "Additional Property" as such term is defined in the Declaration;

WHEREAS, Pulte desires to submit such Property to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration.

NOW THEREFORE, pursuant to the powers reserved in the Declaration, the parties hereby declare that:

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

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

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

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

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

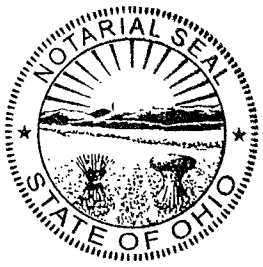
By: _____
Matthew J. Callahan,
Division Vice President Land Acquisition

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

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

_____
Notary Public

{Seal}



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

This instrument prepared by:

David G. Gentry
Gentry Law Group, LLC
220 W. Bridge Street, Suite 200
Dublin, Ohio 43017
(614) 799-1040

EXHIBIT A

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Ten Thousand Eight Hundred Sixty-Eight (10868) to Ten Thousand Eight Hundred Ninety-Nine (10899), inclusive, in THE COMMUNITIES AT GLENROSS SECTION 4, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1372, Pages 1516-1519, and Plat Cabinet 4, Slides 41-41C, Recorder's Office, Delaware County, Ohio.

Doc ID: 010928500004 Type: OFF
Kind: DECLAR AMEN
Recorded: 12/21/2015 at 11:52:11 AM
Fee Amt: $64.00 Page 1 of 4
Workflow# 0000109118-0007
Delaware County, OH
Melissa Jordan County Recorder
File# 2015-00036102
BK 1394 PG 991-994

PULTE TITLE AGENCY OF OHIO
LLC (BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

NINTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS
FOR
RESERVE AT GLENROSS

THIS NINTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "Ninth Supplement") is made as of the 16th day of December, 2015 by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company ("Tanglewood"), as developer.

BACKGROUND

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, and that certain Third Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio,

that certain Sixth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio, that certain Seventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500029989 in the office of the Recorder, Delaware County, Ohio, that certain First Amendment and Eighth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 2015-36100 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration").

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

WHEREAS, Pulte has succeeded to the interest of Tanglewood as Developer;

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

WHEREAS, the Property is "Additional Property" as such term is defined in the Declaration;

WHEREAS, Pulte desires to submit such Property to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration.

NOW THEREFORE, pursuant to the powers reserved in the Declaration, the parties hereby declare that:

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

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

3. Effect of Amendment. In the case of conflict between the Declaration and this Ninth Supplement, the terms of this Ninth Supplement shall control. Any term or provision of the

Declaration not amended by this Ninth Supplement shall remain the same and in full force and effect.

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

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 17th day of December, 2015, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the company.

{Seal}



_____
Notary Public

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

This instrument prepared by:

David G. Gentry
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151

EXHIBIT A

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Ten Thousand Nine Hundred (10900) to Ten Thousand Nine Hundred Thirty-Nine (10939), both inclusive, and Lot Number Eleven Thousand Ninety-Three (11093) in THE COMMUNITIES AT GLENROSS SECTION 5, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1387, Pages 1802-1806, and Plat Cabinet 4, Slides 42-42D, Recorder's Office, Delaware County, Ohio.

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R C
DATE 11-3-16 Transfer Tax Paid
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By SC

Doc ID: 011284720004 Type: OFF
Kind: DECLAR AMEN
Recorded: 11/03/2016 at 03:33:34 PM
Fee Amt: $48.00 Page 1 of 4
Workflow# 0000130142-0004
Delaware County, OH
Melissa Jordan County Recorder
File# 2016-00034250
BK 1464 PG 1777-1780

PULTE HOMES OF OHIO LLC
(BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS

Pulte Title Box

THIS TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "Tenth Supplement") is made as of the 31st day of October, 2016, by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company ("Tanglewood"), as developer.

BACKGROUND

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, and that certain Third Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio,

that certain Sixth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio, that certain Seventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500029989 in the office of the Recorder, Delaware County, Ohio, that certain First Amendment and Eighth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036100 in the office of the Recorder, Delaware County, Ohio, and that certain Ninth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036102 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration").

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

WHEREAS, Pulte has succeeded to the interest of Tanglewood as Developer;

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

WHEREAS, the Property is "Additional Property" as such term is defined in the Declaration;

WHEREAS, Pulte desires to submit such Property to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration.

NOW THEREFORE, pursuant to the powers reserved in the Declaration, the parties hereby declare that:

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

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

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

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

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 31st day of October, 2016, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the company.

{Seal}

Jill R. Hayes
Notary Public, State of Ohio
My Commission Expires 12-07-2020

_____
Notary Public

This instrument prepared by:

David G. Gentry
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151
david@gentrylawgroup.com

EXHIBIT A

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Eleven Thousand Three Hundred Fifty-Seven (11357) to Lot Number Eleven Thousand Three Hundred Eighty-Six (11386), inclusive, in THE COMMUNITIES AT GLENROSS SECTION 6, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1445, Pages 201-203, and Plat Cabinet 4, Slides 45-45B, Recorder's Office, Delaware County, Ohio.

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 1/18/2017 Transfer Tax Paid Ø
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By TLH

Doc ID: 011366010004 Type: OFF
Kind: DECLAR AMEN
Recorded: 01/18/2017 at 11:53:08 AM
Fee Amt: $56.00 Page 1 of 4
Workflow# 0000135099-0002
Delaware County, OH
Melissa Jordan County Recorder
File# 2017-00001798
BK 1481 PG 40-43

PULTE HOMES OF OHIO LLC
(BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

ELEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS

THIS ELEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "Eleventh Supplement") is made as of the 22nd day of December, 2016, by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company ("Tanglewood"), as developer.

BACKGROUND

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, and that certain Third Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross

recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio, that certain Sixth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio, that certain Seventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500029989 in the office of the Recorder, Delaware County, Ohio, that certain First Amendment and Eighth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036100 in the office of the Recorder, Delaware County, Ohio, that certain Ninth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036102 in the office of the Recorder, Delaware County, Ohio, and that certain Tenth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201600034250 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration").

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

WHEREAS, Pulte has succeeded to the interest of Tanglewood as Developer;

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

WHEREAS, the Property is "Additional Property" as such term is defined in the Declaration;

WHEREAS, Pulte desires to submit such Property to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration.

NOW THEREFORE, pursuant to the powers reserved in the Declaration, the parties hereby declare that:

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

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

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

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

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 22nd day of December, 2016, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the company.

{Seal}

NOTARIAL SEAL STATE OF OHIO

Jill R. Hayes
Notary Public, State of Ohio
My Commission Expires 12-07-2020

_____
Notary Public

This instrument prepared by:

David G. Gentry
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151
david@gentrylawgroup.com

EXHIBIT A

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Eleven Thousand Four Hundred Fourteen (11414) to Lot Number Eleven Thousand Four Hundred Fifty-Three (11453), inclusive, in THE COMMUNITIES AT GLENROSS SECTION 7, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1469, Page 2299, and Plat Cabinet 4, Slides 47-47B, Recorder's Office, Delaware County, Ohio.

Doc ID: 011674290004 Type: OFF
Kind: DECLAR AMEN
Recorded: 11/08/2017 at 03:24:02 PM
Fee Amt: $48.00 Page 1 of 4
Workflow# 0000152746-0002
Delaware County, OH
Melissa Jordan County Recorder
File# 2017-00032196
BK 1538 PG 2423-2426

PULTE HOMES OF OHIO LLC
(BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C
DATE 11-8-17 Transfer Tax Paid 0
~~TRANSFERRED OR~~ TRANSFER NOT NECESSARY
Delaware County Auditor By

TWELFTH SUPPLEMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS
FOR
RESERVE AT GLENROSS

THIS TWELFTH SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "Twelfth Supplement") is made as of the 7th day of November, 2017, by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company ("Tanglewood"), as developer.

BACKGROUND

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, and that certain Third Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio, that certain Sixth Supplement to Declaration of Covenants, Easements Restrictions Assessments

and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio, that certain Seventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500029989 in the office of the Recorder, Delaware County, Ohio, that certain First Amendment and Eighth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036100 in the office of the Recorder, Delaware County, Ohio, that certain Ninth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036102 in the office of the Recorder, Delaware County, Ohio, that certain Tenth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201600034250 in the office of the Recorder, Delaware County, Ohio, and that certain Eleventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201700001798 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration").

WHEREAS, Pulte has succeeded to the interest of Tanglewood as Developer;

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

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

WHEREAS, the Property is "Additional Property" as such term is defined in the Declaration; and

WHEREAS, Pulte desires to submit such Property to the covenants, easements, conditions, restrictions, assessments, assessment liens and other provisions contained in the Declaration.

NOW THEREFORE, pursuant to the powers reserved in the Declaration, the parties hereby declare that:

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

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

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

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

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 7TH day of NOVEMBER, 2017, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the company.

(Seal)

STEPHEN PECK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
01-18-2022

_____
Notary Public

This instrument prepared by:

David G. Gentry
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151
david@gentrylawgroup.com

EXHIBIT A

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Eleven Thousand Four Hundred Fifty-Four (11454) to Lot Number Eleven Thousand Four Hundred Eighty-Seven (11487), inclusive, in THE COMMUNITIES AT GLENROSS SECTION 8, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1508, Page 1740, and Plat Cabinet 4, Slides 50-50A, Recorder's Office, Delaware County, Ohio.

Doc ID: 011753200006 Type: OFF
Kind: DECLAR AMEN
Recorded: 02/01/2018 at 01:37:47 PM
Fee Amt: $64.00 Page 1 of 6
Workflow# 0000157339-0004
Delaware County, OH
Melissa Jordan County Recorder
File# 2018-00002788
BK 1553 PG 1108-1113

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 2/01/18 Transfer Tax Paid 0
~~TRANSFERRED OR~~ TRANSFER NOT NECESSARY
Delaware County Auditor By TG

PULTE HOMES OF OHIO LLC
(BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

THIRTEENTH SUPPLEMENT AND SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS

THIS THIRTEENTH SUPPLEMENT AND SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "Thirteenth Supplement/Second Amendment") is made as of the 31 day of January, 2018, by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company LLC ("Tanglewood"), as developer.

BACKGROUND

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, and that certain Third Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross

recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio, that certain Sixth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio, that certain Seventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500029989 in the office of the Recorder, Delaware County, Ohio, that certain First Amendment and Eighth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036100 in the office of the Recorder, Delaware County, Ohio, that certain Ninth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036102 in the office of the Recorder, Delaware County, Ohio, that certain Tenth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201600034250 in the office of the Recorder, Delaware County, Ohio, that certain Eleventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201700001798 in the office of the Recorder, Delaware County, Ohio, and that certain Twelfth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201700032196 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration").

WHEREAS, Pulte has succeeded to the interest of Tanglewood as "Developer" under the Declaration;

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

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

WHEREAS, Section 12.3 of the Declaration provides that, until the Turnover Date, Developer may in its sole and absolute discretion unilaterally amend the provisions of the Declaration at any time without the consent of any other Owners; and

WHEREAS, Pulte desires to amend the Declaration to provide a separate assessment schedule for the Owners of the Lots contained within the Retreat at Glenross (as defined below) to pay for the expense associated with certain site maintenance services performed by the Master Association.

NOW THEREFORE, pursuant to the powers reserved in the Declaration, the parties hereby declare that:

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

2. Definitions Amendment. Section 1 of the Declaration is hereby amended to add the following definition to the end of such Section:

> "**Retreat at Glenross**" – Lot Numbers 11937 to 11998, inclusive, in THE COMMUNITIES AT GLENROSS SECTION 11, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1550, Page 1530, and Plat Cabinet 4, Slide 53, Recorder's Office, Delaware County, Ohio.

3. Operating Assessment Amendment. Section 6.2 of the Declaration is hereby amended to add the following to the end of such Section:

> In addition to the Operating Assessments to be assessed to all Lots in the Community, the Lots contained within the Retreat at Glenross shall be assessed an additional operating assessment to be paid to the Association to pay for the site maintenance services performed by the Master Association and benefitting the Retreat at Glenross as provided in Article 3, Section 11 of the Master Association Declaration. Such assessment shall include an adequate reserve for future costs for such site maintenance services, as determined by the Master Association. Such assessment will be collected by the Association to be paid to the Master Association, and will be kept by the Master Association in a separate fund to be used only for such site maintenance services.

4. Special Assessment Amendment. Section 6.3 of the Declaration is hereby amended to add the following to the end of such Section:

> The Board, at the behest of the Master Association, may levy Special Assessments against all Lots within the Retreat at Glenross to pay for unanticipated operating deficiencies related solely to the site maintenance services benefitting the Retreat at Glenross as described in Article 3, Section 11 of the Master Association Declaration.

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

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

[Signature on Following Page.]

IN WITNESS WHEREOF, Pulte has caused the execution of this Thirteenth Supplement/Second Amendment as of the date first above written.

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 31ST day of JANUARY, 2018, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the company.

_____
Notary Public



STEPHEN PECK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
01-18-2022

This instrument prepared by:

David G. Gentry
Gentry Law Group, LLC
2000 Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151
david@gentrylawgroup.com

EXHIBIT A

Parcel 1

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Eleven Thousand Five Hundred Eighteen (11518) to Lot Number Eleven Thousand Five Hundred Fifty-One (11551), inclusive, in THE COMMUNITIES AT GLENROSS SECTION 10, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1543, Page 2137, and Plat Cabinet 4, Slide 52, Recorder's Office, Delaware County, Ohio.

Parcel 2

Situated in the State of Ohio, County of Delaware and City of Delaware:

Being Lot Number Eleven Thousand Nine Hundred Thirty-Seven (11937) to Lot Number Eleven Thousand Nine Hundred Ninety-Eight (11998), inclusive, in THE COMMUNITIES AT GLENROSS SECTION 11, as the same are labeled and delineated upon the recorded plat thereof, of record in Book 1550, Page 1530, and Plat Cabinet 4, Slide 53, Recorder's Office, Delaware County, Ohio.

Doc ID: 013317990005 Type: OFF
Kind: DECLAR AMEN
Recorded: 04/23/2020 at 11:47:36 AM
Fee Amt: $122.00 Page 1 of 5
Workflow# 0000207897-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2020-00013027
BK 1719 PG 597-601

GENTRY LAW
2000 HENDERSON RD
COLUMBUS, OH 43220

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS
FOR
RESERVE AT GLENROSS

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR RESERVE AT GLENROSS (the "Third Amendment") is made as of the 22 day of April, 2020, by PULTE HOMES OF OHIO LLC, a Michigan limited liability company ("Pulte" or "Developer"), as successor to Tanglewood Development Company LLC ("Tanglewood"), as developer.

WHEREAS, Tanglewood as "Developer" filed that certain Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200400051903 (O.R. Book 563/Pages 874-909) in the office of the Recorder, Delaware County, Ohio, as supplemented by that certain First Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument Number 200500051659 (O.R. Book 675/Pages 562-565) in the office of the Recorder, Delaware County, Ohio, that certain Second Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 200700001002 in the office of the Recorder, Delaware County, Ohio, and that certain Third Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201200007150 in the office of the Recorder, Delaware County, Ohio, that certain Fourth Supplement to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201300032888 in the office of the Recorder, Delaware County, Ohio, that certain Fifth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201400011035 in the office of the Recorder, Delaware County, Ohio, that certain Sixth Supplement to Declaration of Covenants,

Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500005859 in the office of the Recorder, Delaware County, Ohio, that certain Seventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500029989 in the office of the Recorder, Delaware County, Ohio, that certain First Amendment and Eighth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036100 in the office of the Recorder, Delaware County, Ohio, that certain Ninth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201500036102 in the office of the Recorder, Delaware County, Ohio, that certain Tenth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201600034250 in the office of the Recorder, Delaware County, Ohio, that certain Eleventh Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201700001798 in the office of the Recorder, Delaware County, Ohio, that certain Twelfth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201700032196 in the office of the Recorder, Delaware County, Ohio, that certain Thirteenth Supplement and Second Amendment to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201800002788 in the office of the Recorder, Delaware County, Ohio, that certain Fourteenth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201800027239 in the office of the Recorder, Delaware County, Ohio, and that certain Fifteenth Supplement to Declaration of Covenants, Easements Restrictions Assessments and Assessment Liens for Reserve at Glenross recorded at Instrument No. 201900029452 in the office of the Recorder, Delaware County, Ohio (collectively, the "Declaration");

WHEREAS, Pulte has succeeded to the interest of Tanglewood as "Developer" under the Declaration;

WHEREAS, Section 12.3 of the Declaration provides that until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend the provisions of the Declaration without the consent of any other Owner;

WHEREAS, the Turnover Date has not yet occurred; and

WHEREAS, Declarant desires to amend the Declaration to (a) permit fences within the Highlands at Glenross South (as defined below); and (b) provide for an initial contribution by Owners upon the initial sale of a residence pursuant to the terms set forth in this Third Amendment.

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

1. **Definitions Amendment**. Article I of the Declaration is hereby amended to add the following definition to the end of such Article:

> "**Highlands at Glenross South**" – all Lots within the Community located South of Cheshire Road (CR 72), other than Lots located within the Retreat at Glenross.

2. **Fencing Amendment**. Section 9.20 of the Declaration is hereby deleted in its entirety and the following is inserted in lieu thereof:

> "Perimeter fencing shall be permitted on all Lots within Highlands at Glenross South other than Lots adjoining the Golf Course; provided, however, that any such fences: (a) shall be subject to the approval of the Architectural Review Committee prior to installation and in compliance with the specifications as to materials, design, color, height, etc.as established by the Architectural Review Committee and applicable governmental codes, ordinances, resolutions and regulations; (b) shall not be installed until after sod has been laid on such Lot; and (c) shall include removable panels near any utility boxes to allow adequate access to such boxes. Fences or walls shall not be located closer to the front of a Lot than a line parallel to the street and extending from the rear corner of the home constructed on the Lot, provided that in no event shall fences be located closer to any street than the building line shown on the recorded plat of the Lot. Fencing may be permitted for privacy around decks, patios, hot tubs, etc., but may be required to include landscaping screening where utilized by the Architectural Review Committee. No chain link and no wire fencing shall be permitted. Pool fencing may be aluminum or wrought iron and must comply with applicable governmental codes and regulations. Fence posts may be no higher than 6 inches above the top rail. Declarant may install fencing as part of entry feature improvements and landscape buffering and/or screening along adjacent properties, which shall be maintained by the Association. No fence, wall, or barrier of any kind may be erected on any Lot within the Community located in areas outside of the Highlands at Glenross South or any Lot adjoining the Golf Course."

3. **Initial Contribution**. The following is added to the end of Section 6.1 of the Declaration:

> "In addition, at each initial closing of the sale of a Lot with a residence constructed thereon by the Declarant to a purchaser for value occurring on or after May 1, 2020 (or in the case that the first sale is a sale under a land installment contract, at the time a land installment contract, for value, for a Lot is recorded), the purchasing Owner shall pay an initial Assessment to the Association in the amount of $300.00 per Lot, where such amount shall be added to the cash

reserves of the Association to be used for the uses set forth in Section 6.2 below. Such initial Assessment is not in lieu of any other Assessments, and is not refundable when a Lot is transferred."

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

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

[Signature on Following Page.]

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

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 22 day of Apr.l, 2020, by Matthew J. Callahan, Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____
Notary Public

9/17/2024
My Commission Expires

NOTARIAL SEAL (Seal)
STATE OF OHIO

JENNIFER S SMITH
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-17-2024

This instrument prepared by:

David G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151
david@gentrylawgroup.com

Doc ID: 010928450004 Type: OFF
Kind: AGREEMENT
Recorded: 12/21/2015 at 11:52:11 AM
Fee Amt: $48.00 Page 1 of 4
Workflow# 0000109118-0002
Delaware County, OH
Melissa Jordan County Recorder
File# 2015-00036097
BK 1394 PG 968-971
PULTE TITLE AGENCY OF OHIO
LLC (BOX)
4900 TUTTLE CROSSING BLVD
DUBLIN, OH 43016

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the 16th day of December, 2015 (the "Effective Date"), by and between: (i) **TANGLEWOOD DEVELOPMENT COMPANY, LLC**, an Ohio limited liability company, whose address is 4900 Tuttle Crossing Blvd., Dublin, OH 43016 ("Tanglewood"), and (ii) **PULTE HOMES OF OHIO LLC,** a Michigan limited liability company, whose address is 4900 Tuttle Crossing Blvd., Dublin, OH 43016 ("Pulte").

RECITALS:

Tanglewood is the developer and/or declarant under that certain Declaration of Covenants, Easements, Conditions, Restrictions and Assessments and Assessment Liens for Reserve at Glenross, of record in Official Record Book 563, Page 874, as amended and supplemented, Recorder's Office, Delaware County, Ohio (the "Declaration"), and Tanglewood is entering into this Assignment for the purpose of assigning all of its right, title and interest as developer and/or declarant under the Declaration to Pulte, and Pulte is agreeing to assume Tanglewood's obligations under the Declaration from and after the Effective Date.

AGREEMENT:

NOW, THEREFORE, in consideration of Pulte's assumption of all of Tanglewood's obligations as developer and/or declarant under the Declaration, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT. Tanglewood hereby sells, transfers, conveys, assigns and delivers unto Pulte, all of Tanglewood's right, title and interest under, in and to the following (all of which are hereinafter collectively referred to as the "Assumed Obligations"):

(a) all rights of Tanglewood as the "Developer", "Declarant", "Grantor" and/or "Design Review Board" under the Declaration, including the right to subject additional property and/or improvements thereon to the Declaration, the right to use easements reserved to the Developer/Declarant/Grantor and the right to designate officers and directors of the Reserve at Glenross Homeowners' Association, Inc., an Ohio non-profit corporation;

(b) any and all outstanding contracts and agreements between Tanglewood and various third parties pertaining to the residential communities to which the Declaration pertains; and

(c) all of Tanglewood's right, title and interest in to all bank accounts pertaining to the residential communities to which the Declaration pertains.

2. ASSUMPTION. Pulte hereby assumes, and hereby agrees to perform and discharge, all of Tanglewood's obligations under the Assumed Obligations arising or accruing from and after the Effective Date.

3. RATIFICATION. All supplements, amendments and other modifications to the Declaration executed by Pulte and recorded at the Recorder's Office, Delaware County, Ohio prior to the Effective Date, including without limitation the Sixth Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross, dated March 6, 2015, recorded at Instrument No. 201500005859 (O.R. Book 1337, Pages 445-448), at the Recorder's Office, Delaware County, Ohio, and the Seventh Supplement to Declaration of Covenants, Easements, Conditions, Restrictions, Assessments and Assessment Liens for Reserve at Glenross, dated September 30, 2015, recorded at Instrument No. 201500029989 (O.R. Book 1382, Pages 2477-2480), at the Recorder's Office, Delaware County, Ohio, are hereby ratified and confirmed by Tanglewood.

4. FURTHER ASSURANCES. From time-to-time at the request of either party, whether on or after the date hereof, and without further consideration, the other party will execute and deliver such further instruments of assumption, conveyance, assignment and transfer, and take such other actions as the requesting party may reasonably request in order more effectively to convey and transfer any of the Assumed Obligations, or to otherwise carry out the provisions hereof.

5. MISCELLANEOUS. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. This Assignment shall be binding upon, and shall inure to the benefit of, Pulte and Tanglewood, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

TANGLEWOOD DEVELOPMENT COMPANY, LLC

By: Dominion Homes, Inc., Sole Member

By: Thomas S O'Donoghue
Thomas S. O'Donoghue, Jr., Interim CEO

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 16th day of December, 2015, by Thomas S. O'Donoghue, Jr., as Interim CEO of Dominion Homes, Inc., the sole member of Tanglewood Development Company, LLC, an Ohio limited liability company, on behalf of the limited liability company.

My commission expires: _____

NOTARY SEAL STATE OF OHIO

KAREN K. SNIDER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 31, 2016

_____
NOTARY PUBLIC

PULTE HOMES OF OHIO LLC

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

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 17TH day of December, 2015, by Matthew J. Callahan, the Division Vice President Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on behalf of the limited liability company.

My commission expires: _____

NOTARIAL SEAL
STATE OF OHIO

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

_____
NOTARY PUBLIC

This instrument was prepared by:

David G. Gentry
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, OH 43220
(614) 929-5151