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DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

THE VILLAGE AT HILLIARD GREEN, SINGLE-FAMILY HOMES IN A CONDOMINIUM COMMUNITY

CERTIFICATE OF AUDITOR

Oct. 9, 2002

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

Joseph W. Testa / Jenny L. Catalano
Franklin County Auditor

TRANSFERRED

OCT 0 9 2002

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-5917.

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DECLARATION

This is the Declaration of The Village at Hilliard Green, Single-Family Homes In A Condominium Community made on or as of the _____ day of October, 2002 pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A Dominion Homes, Inc., an Ohio corporation, "Declarant", is the owner in fee simple of all of the real property hereinafter described as the Condominium Property, and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property the initial stage of a community of individually owned Homes, and commonly owned areas and facilities, and to these ends to submit this property to Condominium ownership under the Condominium Act.

Definitions

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

1. "Act" means Chapter 5311 of the Revised Code of Ohio.

2. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Community.

3. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating The Village at Hilliard Green Condominium Association as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).

4. "Association" and "The Village at Hilliard Green Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Community under the Act.

5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association and are also one and the same as the board of managers of the Community established for the Community under the Act.

6. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Act for the Community, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.

7. "Common Elements" (and sometimes on the Drawings referred to as "Common Areas") means all of the Condominium Property, except that portion described in this Declaration as constituting a Home or Homes, and is that portion of the Condominium Property constituting "common areas and facilities" of the Community under the Act.

8. "Community" and "The Village at Hilliard Green, Single-Family Homes In A Condominium Community" mean the condominium created hereby for the Condominium Property, created under and pursuant to the Act, and expansions thereof, when and if expanded.

9. "Community instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Act, all other documents, contracts, or instruments establishing ownership of or exerting control over the Community or Home.

10. "Community organizational documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

11. "Condominium Property" means the tract of land hereinafter described as being submitted to the Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

12. "Declarant" means whomever is designated in the recitals of this Declaration as creating the Community, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Community organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Act.

14. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Act.

15. "Drawings" means the drawings for the Community, and are the Drawings required pursuant to the provisions of the Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

16. "Eligible mortgagees" means the holders of valid first mortgages on Homes who have given written notice to the Association stating their names, addresses and Homes subject to their mortgages.

17. "Home" and "Homes" mean that portion or portions of the Condominium Property described as a Home or Homes in this Declaration, and is that portion of the Community constituting a "Unit" or "Units" of the Community under the provisions of the Act.

18. "Homeowner" and "Homeowners" mean that person or those persons owning a fee simple interest in a Home or Homes, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

19. "Limited Common Elements" (and sometimes on the Drawings referred to as "Limited Common Areas") means those Common Elements serving exclusively one Home or more than one but less than all Homes, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Home or Homes either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Community under the Act.

20. "Occupant" means a person lawfully residing in a Home, regardless of whether or not that person is a Homeowner.

21. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Act:

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Columbus, Franklin County, Ohio, and consisting of 1.923 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Community shall be known is "The Village at Hilliard Green, Single-Family Homes in a Condominium Community".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Homes and the Common Elements and the well being of Homeowners and Occupants; and to establish an association of owners to administer the Community and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Community shall be benefited by and subject to the following restrictions:

(a) Home Uses. Except as otherwise specifically provided in this Declaration, no Home 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, provided, however, that no Home 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. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve

customers, employees, licensees or invitees coming to the Home), making professional telephone calls or corresponding, in or from a Home, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Homes, but for no longer than a two year period of time from the time of the closing of the first sale of a Home to a bona fide purchaser, one or more Homes and/or portions of the Common Elements as sales and rental models and offices, and for storage and maintenance purposes, provided, that Declarant may maintain and utilize one or more of the Homes and/or portions of the Common Elements in property added to the Community for such purposes for a two year period of time from the time of the closing of the first sale of a Home in the property so added; and (iii) one or more Homes or a portion thereof and\or a portion of the Common Elements may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Homeowners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Homes. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Homeowners and Occupants.

(c) Limited Common Element Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Homeowners and Occupants of the Home or Homes served by the same, as specified in this Declaration, and shall be used only for the purposes intended.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls or doors of a Home or otherwise on the outside of a Home, or any part thereof, without the prior consent of the Board or unless authorized by rule or regulation adopted by the Board, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Home, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, provided that this paragraph shall not be construed so as to prohibit Declarant from construction activities consistent with reasonable residential construction practices.

(f) Vehicles.

(i) The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate. 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 Common Element or Limited Common Element (except in a 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 Homes and Common Elements.

(ii) For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that weigh, fully loaded, more than 6000 pounds; all vehicles that have a length of more than 21 feet; all vehicles that include any open exterior storage of tools or materials except no more that two (2) visible ladders. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and "step vans" larger than one-ton capacity, full size cargo vans, pickup trucks larger that one ton capacity pickup trucks, and semi type tractors and trailers shall all be considered in every instance 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.

(g) Renting and Leasing. No Home or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Home only. No lease may be of less than an entire Home. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Community organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Homeowner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect. In addition, in order to assure that the Community, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Community for owner-occupant residential financing, and to maintain the character of the Community as primarily a housing Community for owner-occupants, the Board, from time to time, may adopt rules limiting or restricting the number of Homes in the Community that may be rented, provided, that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Home by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Home of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Home(s) so acquired, or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Community, to rent a Home or Homes owned by Declarant or such successor.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Home, one professionally prepared sign not in excess of six square feet in size, advertising the Home for sale or rent; and (iii) on the Common Elements and model Homes, signs advertising the sale and/or rental of Homes by the Declarant during the period of its sale and rental of Homes, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Homes.

(i) Trash. Except for the reasonably necessary activities of the Declarant during the development of the Community, or as approved by the Board, no burning or storage of trash shall be permitted on the Common Elements or Limited Common Elements.

(j) Replacements. Any building erected to replace an existing Home, including the detached garage a part of the Home, shall be of new construction, and be of comparable structure type, size, design and construction to that replaced.

(k) Structural Integrity. Nothing shall be done in any Home, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(l) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Home or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Home, 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 enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Home shall be subject to termination if the Board, in its full and complete discretion,

determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Community or other Homes or Occupants. In addition, 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, or determined to be "dangerous" or "vicious" pursuant to the provisions of the Columbus City Code, is specifically prohibited.

(n) Conveyances. Each Home ("Unit") shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Home in the Common Elements shall be deemed to be conveyed or encumbered with the Home even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Home to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Home, it shall be sufficient to lawfully describe a Home and its interest in the Common Elements by referring to the designation of the Home and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Homeowner to sell, transfer or otherwise convey that owner's Home is not subject to any right of first refusal, and any Homeowner may transfer that owner's Home free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Homeowners, each Homeowner agrees to notify the Association, in writing, within five days after an interest in that Homeowner's Home has been transferred to another person. In addition, each Homeowner agrees to provide to a purchaser of that owner's Home a copy of the Community organizational documents and all effective rules and regulations.

(o) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association, its Board, or any Homeowner which in any manner would discriminate against any Homeowner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(p) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction of Homes, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Clotheslines, wood decks, window air conditioning units on any window facing a private drive, and storage tanks for propane gas, fuel oil, or any other combustible substance, except propane gas grills, are specifically prohibited on the Common Elements and Limited Common Elements. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Homeowner and all future owners of that Home.

(q) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations, also referred to as "community guidelines", as it deems necessary or desirable to promote harmony, to serve the best interests of the Homeowners, as a whole, and the Association, and to protect and preserve the nature of the Community and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the owners of each Home prior to the time when the same shall become effective.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. There are twelve free-standing single-family residential buildings, each with a detached two-car garage, initially a part of the Community. The residential buildings are either one story ranch style or two story townhouse style, built on slab on grade with concrete block foundations, with wood frames, asphalt shingle roofs, and vinyl siding exteriors. The buildings do not have basements.

The detached garage buildings are single story and are built of comparable materials and are of comparable style and architecture. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, vinyl, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings.

Section 2. Other. In addition, the Community also includes private drives and driveways, exterior parking areas, exterior lighting, entry features, and green and landscaped areas. There are no recreation facilities initially a part of the Community.

ARTICLE V

HOMES

Section 1. Designations. Each Home ("Unit") consists of two parts, a free-standing single-family dwelling and a detached garage. Each Home is a Unit and is legally designated by a number assigned by the Declarant for the Home (the Home's "Unit designation"). The designation for each Home is shown on the Drawings at the location of the dwelling and at the location of the garage which, together, comprise the Home. The location and designation of each Home is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Homes, with a listing of proper designations, is shown on the attached "Exhibit C".

Section 2. Composition of Homes.

(a) Composition. Each Home ("Unit") constitutes a single freehold estate, and because a Home consists of two parts, a free-standing single-family building and a detached garage, it includes all of those buildings, and includes, without limiting the generality of the foregoing:

(1) the structures of each of the dwelling and the detached garage, including, without limitation, the foundations, framing, roofs, siding, and all exterior and interior walls and partitions;

(2) all space within these structures themselves, space occupied by exterior and interior walls, partitions, and any other improvements;

(3) all decorated surfaces of these structures and each interior and exterior part thereof, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(4) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(5) all fixtures and appliances installed for the exclusive use of these structures, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of these structures), and components of the foregoing, if any;

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits, apparatus, and specifically including electric lines, meters and other apparatus, wherever located, which serve only either of those structures;

(7) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either of those structures or the fixtures located therein;

(8) fireplaces, if any, and all components thereof, including the stacks and chimneys; and

(9) the attic space or storage space above the structures, and the crawl space below them, if any, to which there is direct and exclusive access from the structure;

excluding therefrom, however, all of the following items, whether or not located within the bounds of those structures: all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Home.

(b) Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Home are shown on the attached Exhibit D. The location, dimensions, and composition of each Home are also shown on the Drawings. Each Home has direct access to an easement over Additional Property which leads directly to Walcutt Road, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Home, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" or "Limited Common Areas" on the Drawings, are Limited Common Elements. The Limited Common Elements appurtenant to each Home consist of the green and landscaped areas surrounding the two portions of the Home itself, and all improvements within those areas (except utility lines which serve other Homes), including but not limited to a front or side porch, a patio, and a yard area. Each such Limited Common Element is reserved for the exclusive use of the owners and Occupants of the Home it is described, designed or designated to serve.

Section 3. Undivided Interest. The undivided interest in the Common Elements of each Home is shown on the attached Exhibit C, and, in each case, is based on each Home having an equal par value of one (1.00) and thus, results in each Home having an equal undivided interest. The Common Elements shall be owned by the Homeowners as tenants in common, and ownership thereof shall remain undivided. No Homeowner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Home shall not be separated from the Home to which it appertains.

ARTICLE VII

ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit owners' association of the Community. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Homeowners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Home is a Homeowner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Home, and transfer of a Home shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Homeowner, but shall meet the qualifications set forth in the Bylaws.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, the Association's "Statutory Agent", and that person's residence or place of business, which is in the State of Ohio, is:

Calvin T. Johnson, Jr.
50 West Broad Street, Suite 3300
Columbus, Ohio 43215

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Common Elements. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements (exclusive of Limited Common Elements), including, but not limited to, the entryway features, the private drives and alleys, general landscaping outside of Limited Common Elements, and utility lines and apparatus serving more than one

Home. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements.

Section 2. Limited Common Elements. Except as hereinafter provided and as provided in Section 4 of this Article IX, the Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining, repairing or replacing Limited Common Elements or components thereof, provided that the Association shall, as a common expense, mow and fertilize grassy areas that are part of the Limited Common Elements that are not enclosed or partially enclosed by fences, walls, shrubs, and like barriers or that are determined by the Board, in its sole discretion, not to be performed at Association expense. Each Homeowner shall repair and maintain all improvements a part of the Homeowner's appurtenant Limited Common Elements and pay the cost thereof. Generally, each Homeowner shall be responsible for, including but not limited to, watering of lawns and landscaping, mulching, tree and shrub trimming, and their maintenance and replacement, flower bed maintenance, and the maintenance and repair of patios, porches and driveway and parking areas.

Section 3. Homes. Because of the unique character of the Community, in that it contains free-standing individual single family residential buildings and garages, and thus only a single Home per residential building and garage, the risk of loss as a result of damage or because of wear and tear to a Home shall be the Homeowners, and, accordingly, the cost of maintaining, repairing and replacing of all portions of a Home shall be borne by the owner or owners of the Home, except to the extent that repairs and maintenance of utility lines and apparatus are to be made by a utility provider pursuant to a service agreement entered into by the Association on behalf of all Homeowners, and provided that all exterior work shall be subject to and comply with the provisions of this Declaration, as the same may from time to time be amended, and all rules and regulations duly adopted by the Board.

Section 4. Other. Except as otherwise provided herein, the maintenance, repair and replacement of the Home and its appurtenant Limited Common Elements shall be that of the owner or owners of that Home, and the cost thereof shall be that of the Homeowner or owners. In the event a Homeowner shall fail to make a repair or perform maintenance required of that Homeowner, or in the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Homeowner or Occupant, or is as a result of the failure of any Homeowner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Home assessment, as hereinafter defined, on the Home owned by that Homeowner or owners and on that Homeowner or owners. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board in its sole and unfettered discretion.

ARTICLE X

UTILITY SERVICES

Each Homeowner by acceptance of a deed to a Home agrees to pay for utility services separately metered or separately charged by the utility company to that Home, and to reimburse the Association for that owner's Home's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Home. The Association may enter into a service agreement with a private utility provider for the provision of electrical service to the Community. Each Homeowner shall be responsible for the payment of all costs associated with the provision of electrical service provided to that Homeowner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES

Section 1. Fire and Extended Coverage Insurance.

(a) Home. A Home consists of a dwelling and garage and all components thereof (except utility lines, if any, serving any other Home or Homes), and the risk of loss thereof is that of the Homeowner or Owners. Accordingly, the Association shall have no obligation to maintain insurance thereon or improvements a part of appurtenant Limited Common Elements against loss or damage by fire, lightning, or such other perils as are ordinarily insured against by standard extended coverage endorsements. The owner or owners of each Home shall obtain such insurance with respect to their Home and improvements a part of its appurtenant Limited Common Elements, provided the Association shall be named as an additional insured, and shall be provided evidence of the same. The fire and extended coverage insurance obtained and maintained by the owner or owners of each Home shall be in amounts not less than one hundred percent (100%) of the current insurable replacement cost of the buildings, structures, fixtures and equipment constituting part of that Home, (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), and shall:

(i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;

(ii) 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 a Home and its appurtenant interests superior to a first mortgage;

(iii) contain or have attached the standard mortgage clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which must provide that the carrier shall notify the named insureds and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy;

(iv) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount; and

(v) meet such other requirements as may be required by national institutional first mortgage holders, insurers and guarantors.

If any Homeowner fails to maintain such insurance the Association may obtain the same and assess the same as a special individual Home assessment. Notwithstanding the foregoing, the Homeowners, if they desire to do so and the same is available, may join together and obtain such insurance, and share the costs thereof in proportion to the relative insurable values of their respective Homes and improvements a part of their appurtenant Limited Common Elements.

(b) Association. The Board shall have the authority to and shall obtain such insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, (but not Limited Common Elements), or common property of the Association, including, but not limited, to the private electrical infrastructure within the Community, to the extent the Association can obtain such blanket coverage, in amounts not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

(i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;

(ii) 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 a Home and its appurtenant interests superior to a first mortgage;

(iii) be written in the name of the Association;

(iv) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (a) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (b) must be endorsed to provide that any loss shall be paid to the Association;

(v) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

(vi) be paid for by the Association, as a common expense;

(vii) contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Homeowners; and

(viii) provide that the insurance shall not be prejudiced by any acts or omissions of individual Homeowners who are not under the control of the Association.

Section 2. Liability Insurance. The Association shall obtain and maintain, at the Association's cost and as a common expense, a commercial policy of general liability insurance covering all of the Common Elements, Limited Common Elements and public ways and any other areas under the Association's supervision, and Homes, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Homeowners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of the Association because of negligent acts of the Association, the Board, or a Homeowner or Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Home. The owner or owners of each Home shall maintain such liability insurance with respect to their Home as they may determine, recognizing that liability insurance carried by the Association will not insure against liability risk claims or losses arising with respect to a Home.

Section 3. Fidelity Coverage. If available at a reasonable expense, and in any event from and after such time as Declarant no longer control the Association, the Board shall obtain and maintain, at the Association's cost and as a common expense, fidelity insurance providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then current amount of two months assessments on all Homes, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the policy is in force. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Home who requires such rights. Any management agent who handles funds of the Association shall maintain a policy of fidelity insurance providing coverage no less than that required of the Association, which insurance policy names the Association as an additional obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating *and* a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Homeowner, by acceptance of a deed to a Home, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Homeowners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Homeowner, and their respective first mortgage holders, and the Association, and the Community, runs with the land, and is coupled with an interest.

Section 7. Homeowners' Other Insurance. Any Homeowner or Occupant may carry such insurance in addition to that provided by the Association or by the Homeowner with respect to a Home or

appurtenant Limited Common Elements pursuant hereto as that Homeowner or Occupant may determine, subject to the provisions hereof, and provided that no Homeowner or Occupant may at any time purchase individual policies of insurance against losses to the extent covered by the insurance carried pursuant hereto by the Association. In the event any Homeowner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Homeowner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Homeowners and Occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then except as provided in Article XII hereof, such repair, restoration or reconstruction shall be undertaken by the Association and the net insurance proceeds shall be used in payment therefor.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Elements, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the net insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, except as provided in Sections 2 or 3 of Article XIII hereof, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Homeowners in proportion to their respective undivided interests in the Common Elements. Should any Homeowner refuse or fail after reasonable notice to pay that Homeowner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Home of such Homeowner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of other assessments.

Section 10. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association may, if so determined by the Board, maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION

Section 1. Substantial Home Damage or Destruction.

(a) Restoration. In the event of substantial damage to or destruction of a Home, the owner or owners of the Home shall promptly restore or replace the same to a condition comparable to that which existed prior to such damage or destruction, at their sole expense, by contractors and subcontractors approved by the Association, unless an election is made not to do so, as provided in subsection (b) hereof. The restoration or replacement of the Home shall be completed within twelve (12) months following the substantial damage to, or destruction of, the Home. In any event, within ninety (90) days of such substantial damage to or destruction of a Home, the Homeowner shall take such actions as are necessary to restore the Home so as not to be a nuisance, hazard or to detract from the value of the Community; provided that if a Homeowner fails to take such actions within ninety (90) days of such substantial damage to, or destruction of a Home, the Association may perform the same and the cost thereof shall constitute a special individual Home assessment against the Home.

(b) Non-Restored Home. In the event that the owner or owners of a Home determine not to restore or replace the Home to a condition comparable to that which existed prior to the substantial damage or destruction they shall at their sole cost and expense forthwith cause the remnants of the damaged or destroyed Home to be removed, the site of the Home cleared, filled, and graded to the grade of the surrounding land area, or, if they fail to do so, the Association may do the same and the cost thereof shall be a charge upon the owner or owners of such Home. Failure of the owner or owners of the Home substantially damaged or destroyed to repair such damage or replace such destroyed Home within a twelve (12) month period following such substantial damage or destruction shall be conclusively deemed to be an election not to restore or replace the damaged or destroyed Home. Upon the earlier of (i) the election of the owner or owners of a Home not to restore or replace the Home after substantial damage or destruction, or (ii) the passage of twelve (12) months following such substantial damage or destruction without the Homeowner or Owners having restored or replaced the substantially damaged or destroyed Home, and with the consent of the holder of the first mortgage lien on the Home, the owner or owners of the Home substantially damaged or destroyed shall be immediately and automatically divested of any interest in the Community, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses.

All such rights and interests shall be reallocated among all other Homes and Homeowners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. In such event the Limited Common Elements appurtenant to such Home shall become Common Elements.

Section 2. Common Elements Damage or Destruction. In the event of damage or destruction of the Common Elements or any part thereof (but not the Limited Common Elements) the Association shall restore or replace the same, and the cost thereof shall be a common expense, unless all Homeowners, and with the consent of eligible mortgages hereinafter provided, elect within sixty (60) days after such damage or destruction, not to restore or replace the same, and to terminate the Community. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore such substantial damage or destruction or reconstruct such destroyed improvements, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Community, the net proceeds from the partition sale, shall be distributed among the owners of the Homes, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

Section 3. Rehabilitation and Renewal. The Association, by vote of Homeowners entitled to exercise not less than seventy-five percent (75%) of the voting power of Homeowners, at a duly called and noticed meeting called specifically for the purpose of determining if the Community is obsolete in whole or in part and whether or not to have the same renewed and rehabilitated, and the consent of eligible mortgagees hereinafter provided, may so determine that the Community is obsolete in whole or in part and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. The Community shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, replacing infrastructure, or repaving, items which shall be determined solely by the Board.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Homeowners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Homeowners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Homeowner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Homeowner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Homeowner may, at his, her, its or their election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Homeowner, or the direct loss with respect to the Home itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Homeowners exercising no less than seventy-five percent (75%) of the voting power of Homeowners, and the consent of eligible mortgagees hereinafter provided, and in the case of a Home being taken, the owner or owners of that Home and all holders of mortgages on the Home.

Section 3. Insufficient Proceeds. In the case of awards or proceeds properly allocable to the taking of Common Elements, if the award or proceeds are insufficient to restore or replace the damaged or taken improvements or other Common Elements, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Homes in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Homeowners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Homes in the Common Elements. In the case of awards or proceeds properly allocable to the taking of a Home, or any part thereof, if the award or proceeds are insufficient to restore or replace the damaged or taken Home, the owner or owners of the Home so taken or damaged shall pay the deficiency, subject to the provisions of Section 4 hereof.

Section 4. Non-Restorable Home. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Home could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the

allocation and disbursement of any sum to any other Homeowner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Homeowner whose Home cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the lesser of the net proceeds available and the then fair market value of the Home that cannot be so restored or replaced. Thereupon, such Home or Homes, and the owners thereof, shall be immediately and automatically divested of any interest in the Community, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Homes and Homeowners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Home being divested from the Community, (a) the voting right of that Home will be equally allocated among all other Homes, since each Home prior thereto had an equal vote, and (b) the undivided interest of that Home will be reallocated among all other Homes in the proportions of their relative undivided interests prior to such taking.

Section 5. Power of Attorney. Each Homeowner, by acceptance of a deed to a Home, appoints the Association, or its designated representative, as his, her or its attorney-in-fact to represent that Homeowner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Homeowner, each holder of a first mortgage on a Home, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Homeowner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from his, her or its Home, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Home, or any part thereof, to that Home's parking facilities, or to that Home's appurtenant Limited Common Elements, or to the use thereof. Each Homeowner shall be deemed to have delegated that Homeowner's right of enjoyment to the Common Elements and to ingress and egress to the occupants of that owner's Home.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Home and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, and restoration of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Home may be exercised without notice; otherwise, the Association shall give the owners or Occupants of a Home no less than twenty-four hours advance notice prior to entering a Home. In addition, each Homeowner shall have a right of entry and access to, over, upon and through the Limited Common Element yard areas of each contiguous Home, for the sole purpose of enabling the Homeowner to perform obligations, rights, and duties pursuant hereto with regard to maintenance, repair, and restoration of the Homeowner's Home or its appurtenant Limited Common Elements. In the event of an emergency, the Homeowner's right of entry to adjacent Limited Common Elements may be exercised without notice; otherwise, the Homeowner shall give the owners or Occupants of the adjacent Home no less than twenty-four hours advance notice prior to entering the adjacent Homeowner's Limited Common Elements.

Section 3. Easements for Encroachments. Each Home and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Home and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Homes after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Proper Operations. Easements to the Association and the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant

to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by owners and occupants.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 7. Easements Reserved to Declarant.

(a) Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements (a) for a two year period of time from the date of the closing by Declarant of the first sale of a Home to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Home purchasers, and (c) for the initial sales and rental period, but for no longer than two years from the time of the closing of the first sale of a Home to a bona fide purchaser, to maintain and utilize one or more Homes and/or portions of the Common Elements and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Homes, parking areas for sales and rental purposes, and advertising signs.

(b) In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Community may be expanded (the Additional Property) for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. The Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right so long as it or its successors control the Condominium Property or the Association, to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service and maintain the same.

(c) The rights and easements reserved to Declarant, its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and occupants of Homes.

Section 8. Access Easement. A non-exclusive perpetual easement over and upon the Additional Property is hereby reserved to the owner or owners of each Home, and their respective invitees and licensees, and the Occupant or Occupants of each Home, for ingress and egress to and from the Condominium Property and Walcutt Road.

Section 9. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited 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 Home.

Section 10. Power of Attorney. Each Homeowner, by acceptance of a deed to a Home, appoints the Association or its designated representative, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Homeowner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Homeowner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. The Declarant for each Home within the Community hereby covenants and agrees, and each Homeowner by acceptance of a deed to a Home (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) operating assessments, (b) special assessments for capital improvements, and (c) special individual Home assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Homeowners and Occupants and the best interests of the Condominium Property.

Section 3. Elements-Apportionment: Due Dates.

(a) Operating Assessments.

(1) Prior to the time any Homeowner is to be charged assessments by the Association, and in any event within sixty (60) days after the first closing of the sale of a Home by Declarant, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Homes and their owners on the basis of the undivided interest of each Home in the Common Elements, common expenses of the Association, consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;

b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;

c. that period's estimated costs for utility services not separately metered or charged to Homeowners;

d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated assessments on all Homes;

e. 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

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

(2) The Board shall thereupon allocate to each Home that Home's share of all of these items, prorated in accordance with each respective Home's undivided interest in the Common Elements, and thereby establish the operating assessment for each separate Home. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Homeowner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the annual operating assessment for a Home shall be due the first day of each month.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Homes on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against Homes, Declarant shall pay the same (subject to its right, if any, to reimbursement from

Home purchasers contained in individual contracts for the sale of a Home or Homes).

(5) If assessments collected during any such period are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Homeowners.

(6) So long as the Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association for deposit to a segregated account at or prior to the time Homeowners other than Declarant control the Association. Each Home's share of the working capital reserve fund shall be collected either at the time the sale of the Home is closed or when control of the Association is vested in Homeowners other than Declarant, whichever is earlier, without prejudice to Declarant's right to recover its contribution from purchasers of Homes from Declarant subsequent to such vesting of control.

(b) Special Assessments for Capital Improvements.

(1) In addition to the operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Homeowners exercising not less than seventy-five percent (75%) of the voting power of Homeowners and the consent of eligible mortgagees hereinafter provided.

(2) Any such assessment shall be prorated among all Homes in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Homeowners.

(c) Special Individual Home Assessments. The Board shall levy assessments against an individual Home, or Homes, and the owner or owners thereof, to reimburse the Association for those costs incurred in connection with that Home or Homes properly chargeable by the terms hereof to a particular Home (such as, but not limited to, the cost of making repairs or obtaining insurance the responsibility of a Homeowner, the cost to reimburse the Association for that Homeowner's Home's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Homeowner's Home, and a Homeowner's interest, late charges, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Homeowners subject thereto. Additionally, during the first years of the Community's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Home, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Homeowner for his, her or its share of such real estate taxes and assessments as a special individual Home assessment. The share of those taxes and assessments attributable to a Home shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Home. The calculation by the Association of the Homes' shares of taxes and assessments shall be binding upon all Homeowners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Homeowner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Homeowner's Home shall constitute notice to that Homeowner, unless the Homeowner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Homeowner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any installment or portion of any installment of an assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any installment or portion of any installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Home against which each such assessment is made.

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

(e) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Homeowner who believes that an assessment chargeable to his, her or its Home (for which a certificate of lien has been filed by the Association) has been improperly charged against that Home, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Home, 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.

(g) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Homeowners who owned the Home at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Home, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

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

(i) No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

(j) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Home.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Homes and their undivided interests in the Condominium Property, and to continue to provide utility and security service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Home recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Home 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 installments of assessments and charges against the mortgaged Home 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. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Home have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVI

COMMUNITY INSTRUMENT REQUIREMENTS

Section 1. General. The Act and institutional mortgagees require that certain information and lawfully binding obligations be set forth in the Community instruments. Much of this is provided elsewhere in the Community organizational documents and in other documents, but in order that all such information and obligations be provided in this Declaration, various items of that information and of those obligations are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Home by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the rate of at least four percent per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer. Payments for options and extras shall not be, nor be deemed to be, "deposits or down payments" and are not subject to the foregoing.

Section 3. Association Control. Except in its capacity as a Homeowner of unsold Homes, the Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Homes that have been sold by the Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Act.

Section 4. Limited Warranties. Declarant provides to each purchaser of a Home from it certain limited warranties which are described in a development statement provided to each purchaser at or prior to the time the purchaser enters into a contract to purchase a Home.

Section 5. Declarant's Obligations. Declarant will be vested with the rights and be subject to the duties of a Homeowner in its capacity as owner of Homes not yet sold, set forth herein, or in any other Community instrument, or established by law, including, without limitation, the obligation to pay common expenses attaching to such Homes, from a date no later than that upon which common expenses are first charged with respect to any other Home.

Section 6. Homeowners' Rights and Obligations. Each Homeowner will be vested with the rights and be subject to the duties of a Homeowner set forth herein, or in any other Community instrument, or established by law, during the time of that owner's ownership of a fee simple interest in a Home.

ARTICLE XVII

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Homeowners other than it, may extend its option to expand the Condominium Property for an additional seven years, if it exercises its right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Descriptions. Legal descriptions, by metes and bounds, of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Act as part of this Community, are attached hereto and marked "Exhibit E", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article and provided, further, that all improvements in the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Homes. The maximum total number of Homes that may be created on the Additional Property and added to the Condominium Property is one hundred thirty-nine (139), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling Homes or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Homes that may be added to the Condominium Property, there is no limit as to the maximum number of Homes per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Homes may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of variances in setbacks or locations of structures in relation to other improvements, or changes in size, design or finish detail.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, storm water drainage facilities, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property.

Section 12. Types of Homes. All Homes that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Homes then on the Condominium Property, or as otherwise described herein, provided, however, that any such Homes shall be deemed of the same types, notwithstanding changes in interior layout, or changes in design or finish detail, or in size.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type and size as those areas now so designated as such. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property.

Declarant does not consider any other drawings or plans presently appropriate. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Community, in the manner provided by the Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the Franklin County Recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Community (i) for a two year period of time from the date of the closing by Declarant of the first sale of a Home in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Homes in that property added, but for no longer than two years from the time of closing of the first sale of a Home in that property added to a bona fide purchaser, to maintain and utilize one or more of those Homes and/or portions of the Common Elements and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Homes, parking areas for sales and rental purposes, and advertising signs;

(b) the owner or owners of a Home or Homes in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Home owned by that owner or owners;

(c) the undivided interests of Homes in the Common Elements, as so expanded, shall be reallocated on the basis of each Home, including those added, having an equal par value of one (1.00) and, thus, resulting in each Home, including those added, having an equal undivided interest;

(d) with respect to Homes added, operating assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Homes were duly recorded or (ii) the date established by the Association for the commencement of any operating assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the operating assessments were levied; and

(e) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect; and

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any eligible mortgagee, upon written request to the Association (which request states the name and address of such eligible mortgagee and the Home designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Community organizational documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Home; (vii) convertibility of Homes into Common Elements or vice versa; (viii) expansion or contraction of the Community or the addition, annexation or

withdrawal of property to or from the Community; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Homes, (xi) imposition of any restrictions on a Homeowner's right to sell or transfer that owner's Home; (xii) if the Community consists of fifty (50) or more Homes, a decision by the Association to establish self-management if professional management had been required previously by the Community instruments or by an eligible mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Community instruments; (xiv) termination of the legal status of the Community after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Community organizational documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an eligible mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Community organizational documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Community organizational documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Home securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Home on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Home which has sent a written request to the Association stating both its name and address and the Home designation or address of the Home on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which eligible mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of eligible mortgagees of Homes to which at least fifty-one percent (51%) of the votes of Homes subject to mortgages held by eligible mortgagees appertain, provided, further, that no action to terminate the Community or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of eligible mortgagees of Homes to which at least seventy-five percent (75%) of the votes of Homes subject to mortgages held by eligible mortgagees appertain.

Section 3. Approval Rights. Notwithstanding any other provision hereof, if a federal or other nationally broad-based institutional mortgagee, guarantor, or insuror of residential home loans:

(a) holds, insurers, or guarantees payment of all or part of a mortgage secured loan on one or more Homes in the Community;

(b) has not theretofore approved a plan of expansion of the Community to which a proposed addition to the Community conforms; and

(c) requires approval of proposed additions to the Community,

neither the Additional Property nor any part thereof may be added to the Community without the prior written consent of such holder, insurer, or guarantor.

ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Community organizational documents) or the taking of any of the actions which require the consent of eligible mortgagees exercising fifty-one percent (51%) of the votes of Homes subject to mortgages held by eligible mortgagees, as provided elsewhere herein, shall, in addition to such consents of eligible mortgagees, require the consent of Homeowners exercising not less than seventy-five percent (75%) of the voting power of Homeowners. Notwithstanding the foregoing:

(a) the consent of Homeowners exercising not less than one hundred percent (100%) of the voting power of Homeowners shall be required for any amendment effecting a change in:

(i) the boundaries of any Home;

(ii) the undivided interest in the Common Elements appertaining to a Home or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Home or

(iv) the fundamental purposes to which any Home or the Common Elements are restricted;

(b) the consent of Homeowners exercising not less than eighty percent (80%) of the voting power of Homeowners and the consent of eligible mortgagees exercising sixty-seven percent (67%) of the votes of Homes subject to mortgages held by eligible mortgagees shall be required to terminate the Community;

(c) in any event, Declarant reserves the right and power, and each Homeowner by acceptance of a deed to a Home is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Home and is irrevocable (except by Declarant), for so long as Declarant owns any Home, to amend the Community organizational documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Home, provided that the appropriate percentage (as described elsewhere herein) of eligible mortgagees is obtained (if required), or (ii) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Homeowner, mortgagee, insurer, or guarantor, provided, further, that if there is a Homeowner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and

(d) in any event, there is reserved to the Association, through its Board, from and after such time as Declarant no longer owns any Home, the right and power, and each Homeowner by acceptance of a deed to a Home is deemed to and does give and grant to the Association, through its Board, a power of attorney, which right and power is coupled with an interest and runs with the title to a Home and is irrevocable (except by the Board), to amend the Community organizational documents to the extent necessary to correct typographical or factual errors or omissions the correction of which would not impair the interest of any Homeowner, mortgagee, insurer, or guarantor.

An eligible mortgagee of a Home who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Homeowners and eligible mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Franklin County Auditor and Recorder.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Homeowner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Homeowner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the

doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Homeowner shall have rights of action against each other for failure to comply with the provisions of the Community organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Homeowner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its directors, officers, or other representatives, shall be liable to any Homeowner or Occupant, or their invitees, for damage to any Home or any part thereof, or any personal property of such Homeowner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Home or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 1st day of October, 2002.

DOMINION HOMES, INC.,
an Ohio corporation

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

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of said corporation, this 1st day of October, 2002.

Patty G. Crocker
Notary Public

NOTARIAL SEAL STATE OF OHIO

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

FLOYD BROWNE ASSOCIATES, FBA INC.

Formerly Stults and Associates, Inc.

585 Sunbury Road
Delaware, OH 43015-9795
740.363.6792
Fax 740.363.6536

e-mail: stults@fbainc.com

OF DELAWARE

THE VILLAGE AT HILLIARD GREEN
DECLARATION OF CONDOMINIUM
EXHIBIT "A"
CONDOMINIUM PROPERTY 1.923 ACRES

Situated in the City of Columbus, County of Franklin, State of Ohio, located in part of V.M.S Survey Numbers 3877, 1335, and 3001, being part of Lots 3 and 8 of Westbelt Business Park West as recorded in Plat Book 58, Page 75, and being 1.923 acres out of an original 23.911 acre tract conveyed to Dominion Homes, Inc. in Instrument No. 200203110061872, and being more particularly described as follows:

Commencing, for reference, at the intersection of the centerline of Walcutt Road and the Centerline of Journal Street;

Thence South 08° 17' 11" East, along said centerline of Walcutt Road, a distance of 339.41 feet to a point;

Thence North 81° 42' 49" East, leaving said centerline of Walcutt Road, a distance of 50.00 feet to an iron pin set, being the TRUE PLACE OF BEGINNING;

Thence, through said original 23.911 acre tract the following eleven (11) courses and distances:

Course 1) along the arc of a curve to the left, having a radius of 8.00 feet, a delta angle of 179° 59' 57", an arc length of 25.13 feet, a chord length of 16.00 feet, and a chord bearing of North 81° 42' 49" East to a point;

Course 2) North 81° 42' 49" East, a distance of 38.00 feet to a point;

Course 3) South 08° 17' 11" East, a distance of 94.59 feet to a point;

Course 4) North 81° 42' 49" East, a distance of 108.50 feet to a point;

Course 5) South 08° 17' 11" East, a distance of 414.00 feet to a point;

Course 6) South 13° 59' 49" East, a distance of 19.89 feet to a point;

Course 7) Along the arc of a curve to the left having a radius of 18.00 feet, a delta angle of 84° 17' 22", an arc length of 26.48 feet, a chord length of 24.16 feet, and a chord bearing of South 56° 08' 30" East to a point;

Course 8) South 08° 17' 11" East, a distance of 30.00 feet to a point;

Course 9) South 81° 42' 49" West, a distance of 170.39 feet to a point;

Course 10) Along the arc of a curve to the left, having a radius of 12.00 feet, a delta angle of 89° 59' 44", an arc length of 18.85 feet, a chord length of 16.97 feet, and a chord bearing of South 36° 42' 52" West to an iron pin set;

Course 11) North 08° 17' 11" West, a distance of 586.59 feet to the TRUE PLACE OF BEGINNING.

Containing 1.923 acres of land, more or less.

Bearings are based on the bearing of North 08° 17' 11" West) for the easterly right-of-way of Walcutt Road, sd delineated on the record plat of Westbelt Buisness Park West, in Plat Book 58, Page 75, in the Recorder's Office, Franklin County, Ohio.

All references are to the records of the Recorder's Office of Franklin County, Ohio.

William R. Winter

William R. Winter, P. S.
Registered Surveyor No. 6767

STATE OF OHIO
WILLIAM R. WINTER 6767
REGISTERED PROFESSIONAL SURVEYOR

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EXHIBIT B

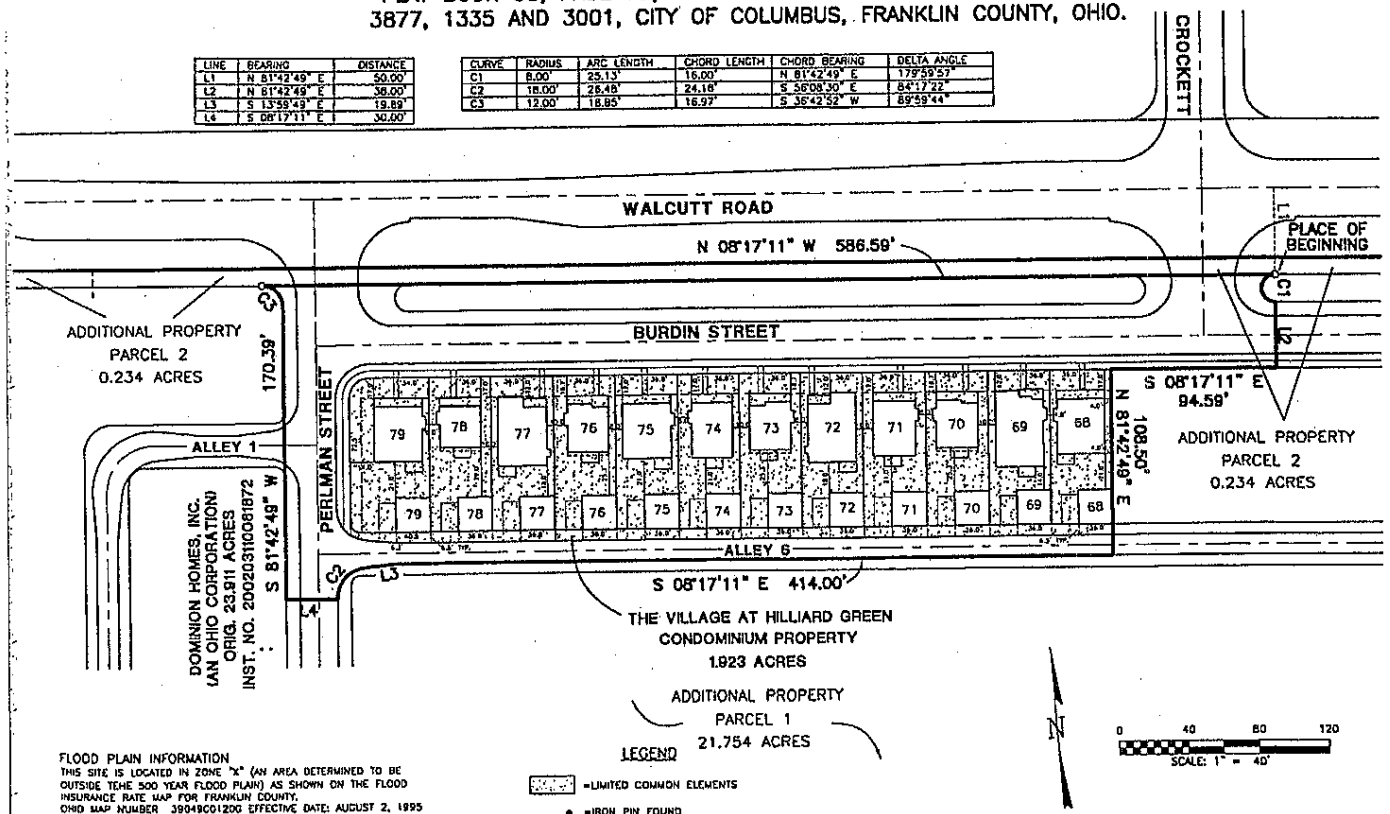
THE VILLAGE AT HILLIARD GREEN
SINGLE-FAMILY HOMES
IN A CONDOMINIUM COMMUNITY

-DECLARATION OF CONDOMINIUM-

BEING PART OF LOTS 3 AND 8 OF WESTBELT BUSINESS PARK WEST, PLAT BOOK 58, PAGE 75, ALSO BEING PART OF V.M.S. SURVEY NO. 3877, 1335 AND 3001, CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

LINE	BEARING	DISTANCE
L1	N 81°42'49" E	50.00'
L2	N 81°42'49" E	38.00'
L3	S 13°58'49" E	19.89'
L4	S 08°17'11" E	30.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	8.00'	25.13'	16.00'	N 81°42'49" E	179°59'57"
C2	18.00'	26.48'	24.16'	S 36°08'30" E	84°17'22"
C3	12.00'	16.85'	16.97'	S 36°42'52" W	89°59'44"



FLOOD PLAIN INFORMATION
THIS SITE IS LOCATED IN ZONE "X" (AN AREA DETERMINED TO BE OUTSIDE 1EME 500 YEAR FLOOD PLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR FRANKLIN COUNTY, OHIO MAP NUMBER 39049C0120G EFFECTIVE DATE: AUGUST 2, 1995

BEARING SYSTEM
The bearings shown hereon are based on the bearing of North 08° 17' 11" West) for the easterly right-of-way of Walcutt Road, as delineated on the record plat of Westbelt Business Park West, in Plat Book 58, Page75, in the Recorder's Office, Franklin County, Ohio.

NOTE:
ALL AREAS NOT DESIGNATED AS A UNIT HOME OR AS LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

THE VILLAGE AT HILLIARD GREEN,
SINGLE FAMILY HOMES
IN A CONDOMINIUM COMMUNITY

CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

FLOYD BROWNE ASSOCIATES, INC.
OF DELAWARE

DATE	REVISIONS	BY

PROJECT NUMBER
01-199-A

DATE
SEPTEMBER 30, 2002

DRAWN BY WRW | CHECKED BY

PROJECT MANAGER
TH

SHEET
EXHIBIT B

EXHIBIT C

DECLARATION OF CONDOMINIUM
THE VILLAGE AT HILLIARD GREEN, SINGLE-FAMILY HOMES IN A CONDOMINIUM COMMUNITY

Home Information

I. Initial Stage

Unit Designation	Home Type	Garage Spaces	Par Value	Undivided Interest
68	Revere	2	1.00	1/12th
69	Madison	2	1.00	1/12th
70	Hancock	2	1.00	1/12th
71	Jefferson	2	1.00	1/12th
72	Hamilton	2	1.00	1/12th
73	Hancock	2	1.00	1/12th
74	Jefferson	2	1.00	1/12th
75	Revere	2	1.00	1/12th
76	Hancock	2	1.00	1/12th
77	Hamilton	2	1.00	1/12th
78	Monroe	2	1.00	1/12th
79	Revere	2	1.00	1/12th
			TOTAL	12/12ths or 100%

(1) Home with a detached one-car garage.

EXHIBIT D

DECLARATION OF CONDOMINIUM
THE VILLAGE AT HILLIARD GREEN, SINGLE-FAMILY HOMES IN A CONDOMINIUM COMMUNITY

Home Types

Type	Description
Adams	One story ranch style Home consisting of two bedrooms, two full bathrooms, a living room, a kitchen, and laundry closet, all at street level, a total of 6 rooms[1], and containing approximately 974 square feet[2].
Hancock	Two story Home consisting of a living room, dining room, kitchen, and a half-bath at street level, three bedrooms, two full bathrooms, and a laundry closet on the second floor, a total of 9 rooms[1], and containing approximately 1,354 square feet[2].
Madison	One story ranch style Home consisting of three bedrooms, two full bathrooms, kitchen, great room with dining area, and a laundry closet, a total of 8 rooms[1], and containing approximately 1,174 square feet[2].
Monroe	Two story Home consisting of a living room, dining room, kitchen, and a half-bath at street level, three bedrooms, a laundry closet and one full bathroom on the second floor, a total of 8 rooms[1], and containing approximately 1,200 square feet[2].
Revere	Two story Home consisting of one bedroom, one and one-half bathrooms, living room, kitchen, and laundry room at street level, one bedroom, a loft area, and one bathroom on the partial second floor, a total of 9 rooms[1], and containing approximately 1,331 square feet[2].
Hamilton	One and one-half story Home consisting of a master bedroom, one and one-half bathrooms, a great room, a dining room, a kitchen, and a laundry room at street level, two bedrooms and one full bathroom on the second level, a total of 10 rooms[1], and containing approximately 1,532 square feet[2].
Quincy	One and one-half story Home consisting of a great room, dining room, kitchen, laundry room, master bedroom, and one and one-half bathrooms at street level, two bedrooms, one full bathroom, and a loft area on the second level, a total of 11 rooms[1], and containing approximately 1,813 square feet[2].
Jefferson	Two story Home consisting of a living room, dining room, kitchen, laundry room and one-half bathroom at street level, three bedrooms and two full bathrooms on the second level, a total of 10 rooms[1], and containing approximately 1,584 square feet[2].
Washington	Two story Home consisting of a great room, dining room, kitchen with dining area, laundry room and one-half bathroom at street level, four bedrooms and two full bathroom on the second level, a total of 12 rooms[1], and containing approximately 1,888 square feet[2].

(1) Total number of rooms includes each bedroom, bathroom, half bathroom, loft area, living room, laundry room, kitchen, and dining room.

(2) In addition, each Home will have either a one or two car detached garage. Homes with a one car garage will contain an additional approximately 200 square feet and Homes with a two car garage will contain an additional approximately 400 square feet.

NOTE: Lawn irrigation and\or sprinkler systems for individual Homes will not be provided as a standard feature.

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BYLAWS

(Code of Regulations)

OF

THE VILLAGE AT HILLIARD GREEN
CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is The Village at Hilliard Green Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the condominium association for The Village at Hilliard Green, Single-Family Homes in a Condominium Community. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Homeowners (members) and of the Directors (Board of Managers) of the Association shall be at such place in Franklin County as the Board of Directors ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

HOMEOWNERS (MEMBERS)

Section 1. Composition. Each Homeowner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Homeowners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Homeowners may be called at any time by the president or by the Board, or upon written request of Homeowners entitled to exercise one-fourth (1/4) or more of the voting power of Homeowners, and when required by the Act.

Section 4. Notice of Meetings. Written notice of each meeting of Homeowners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Homeowner entitled to vote at such meeting, addressed to the Homeowner's address last appearing on the books of the Association, or supplied by such Homeowner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Homeowners, the specific motion or motions (other than procedural) to be voted upon.

Section 5. Conduct of Meetings. All meetings of the members shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Subject 6. Quorum; Adjournment. The Homeowners present, in person or by proxy, at any duly called and noticed meeting of Homeowners, shall constitute a quorum for such meeting. Homeowners entitled to exercise a majority of the voting power of Homeowners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Voting Rights. Each Homeowner shall be entitled to one vote for each Home owned in fee simple, and, in the case of a Home owned by more than one person, a proportionate part of a vote for ownership of an undivided fee simple interest in that Home, provided, that unless timely challenged by an owner of a fee simple interest in a Home, any owner of a fee simple interest in that Home may cast the entire vote with respect to that Home. The Board, from time to time, may suspend the right of a member to vote with respect to his, her, or its Home for failure to pay assessments when due, or for failure to observe other of the terms hereof, the Declaration, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.

Section 8. Voting Power. Except as otherwise provided in the Community organizational documents, or by law, a majority of the voting power of Homeowners voting on any matter that may be determined by the Homeowners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Homeowners except as otherwise specifically provided in the Community organizational documents or by law.

Section 9. Proxies. At any meeting of Homeowners, a Homeowner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Homeowner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Homeowner of his, her or its Home, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 10. Action In Writing Without Meeting. Any action that could be taken by Homeowners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Homeowners or their proxies having not less than seventy five percent (75%) of the voting power of Homeowners, or such greater proportion of the voting power as may be required by the Community organizational documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS: (BOARD OF MANAGERS)

Section 1. Initial Directors. The initial directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. No later than the time that thirty-eight (38) Homes have been sold and conveyed by the Declarant, the Homeowners shall meet, and the Homeowners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) thirty (30) days after the sale and conveyance, to purchasers in good faith and for value, of one hundred fourteen (114) Homes, the Association shall meet and all Homeowners, including the Declarant, shall elect six Directors to replace all of those Directors earlier elected or designated by the Homeowners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Homeowners, by the vote of Homeowners exercising not less than a majority of the voting power of Homeowners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto, to have the Homeowners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent of the voting power of Homeowners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Homeowners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Homeowners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Homeowners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Homeowner or Co-owner of a Home, the spouse of a Homeowner or Co-owner of a Home, or a designated officer of an entity that is a Homeowner, and such Homeowner or Co-owner of a Home or the Homeowner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Homeowners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Homeowners shall be by secret written ballot. At such elections, the Homeowners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 7. Compensation. Unless otherwise determined by the Homeowners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Community organizational documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Community organizational documents, that are not specifically and exclusively reserved to the Homeowners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Community organizational documents;

(b) obtain insurance coverage no less than that required pursuant to the Declaration;

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

(d) fulfill the repair and maintenance responsibilities of the Association set forth in the Declaration;

(e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Homeowners, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;

(g) suspend the voting rights of a Homeowner during any period in which such Homeowner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Community organizational documents);

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

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Community organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to

fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements, utility service agreements, and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Community organizational documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Homeowners at each annual meeting of Homeowners, or at any special meeting when such statement is requested in writing by Homeowners representing one-half (1/2) or more of the voting power of Homeowners;

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

(c) cause an annual budget to be prepared;

(d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

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

(f) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable, and monitor and enforce the maintenance of fire and extended coverage insurance on Homes by Homeowners;

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

(h) cause the restrictions created by the Declaration to be enforced; and

(i) take all other actions required to comply with all requirements of law and the Community organizational documents.

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Homeowners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Homeowners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Homeowners at the time entered into under the circumstances then prevailing. In any case, no agreement by the Association executed prior to the transfer to or assumption of the Association by Homeowners other than Declarant shall extend more than one year subsequent to that transfer or assumption of control unless renewed by vote of Homeowners pursuant to the provisions of the Bylaws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association or a Director. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Homeowners, serve notice of meetings of the Board and of the Homeowners, keep appropriate current records showing the names of Homeowners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Homeowners at annual meetings, and the delivery or mailing of a copy of each to each of the Homeowners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

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

ARTICLE VIII

AUDITS

The Association (through its Board) shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year when deemed desirable by the Board, and, in any event, within a reasonable time (no later than 120 days of the Associations fiscal year-end) following a written request (1) from any institutional first mortgage lender, insurer, or guarantor, or

appropriate government agency which has an interest or prospective interest in the Community, or (2) upon the affirmative vote of Homeowners exercising a majority of the voting power of Homeowners.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Franklin County Recorder.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 15th day of October, 2002.

DOMINION HOMES, INC.

By _____
Robert A. Meyer, Jr., Senior Vice President
Sole Member