**BROSIUS, JOHNSON & GRIGGS, LLC**
ATTORNEYS AT LAW
1600 Dublin Road • Suite 100 • Columbus, Ohio 43215
Telephone: 614.464.3563 • Facsimile: 614.224.6221
Email: tjohnson@BJGlaw.net • Website: www.BJGlaw.net

Donald F. Brosius
Calvin T. Johnson, Jr.
Peter N. Griggs

Jennifer L. Huber
Julia E. Donnan

February 18, 2016

c\o Real Property Management, Inc.
Attn: Tammy Seitz
5550 Blazer Parkway, Suite 175
Dublin, Ohio 43017

Subject: Windsor Homeowners' Association, Inc.
First Amendment to Code of Regulations

Dear Tammy:

Enclosed for your records, please find the above-referenced recorded original amendment to the code of regulations. This original should be maintained in the Association's corporate records. Also, please note that pursuant to the new guidelines of the Franklin County Recorder the green cover sheet is the official recording cover page and should not be removed from the recorded document to which it is attached.

If you should have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Very truly yours,

Calvin T. Johnson, Jr.

CTJ/sfb
Enclosures

\\LBSERVER\PUBLIC\L&BDOCS\LETTERS\RECORDED DOCS\REAL PROPERTY MANAGEMENT\WINDSOR (FIRST AMEND TO CODE OF REGULATIONS).DOC

**Instrument Number: 201602110017276**
**Recorded Date: 02/11/2016 11:48:50 AM**

Terry J. Brown
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov
FranklinCountyRecorderTerryBrown @RecorderBrown

**Transaction Number:** T20160008699
**Document Type:** DECLARATION
**Document Page Count:** 5

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|---|---|
| **Submitted By (Walk-In):**<br>BROSIUS JOHNSON & GRIGGS<br>Walk In | **Return To (Box):**<br>BROSIUS JOHNSON & GRIGGS BOX<br>Box |
| **First Grantor:**<br>MI HOMES OF CENTRAL OHIO LLC | **First Grantee:**<br>WINDSOR HOMEOWNERS ASSN INC |

| **Fees:** | |
|---|---|
| Document Recording Fee: | $28.00 |
| Additional Pages Fee: | $24.00 |
| Marginal Reference Fee: | $8.00 |
| **Total:** | $60.00 |

**Instrument Number:** 201602110017276
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**OFFICIAL RECORDING COVER PAGE**

## DO NOT DETACH

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TRANSFER
NOT NECESSARY
FEB 1 1 2016
CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO
CONVEYANCE TAX
EXEMPT
M MWO
CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

5|8
4

**FIRST AMENDMENT TO THE CODE OF REGULATIONS (BYLAWS)**
**OF**
**WINDSOR HOMEOWNERS' ASSOCIATION, INC.**

The First Amendment to the Code of Regulations (Bylaws) of Windsor Homeowners' Association, Inc., an Ohio corporation for non-profit, is made on or as of this 29 day of January, 2016.

**RECITALS**

WHEREAS, a plan of covenants, conditions, restrictions and easements for Windsor Subdivision, in the Village of New Albany, Franklin County, Ohio, was created by the filing and recording of the Declaration of Covenants, Conditions, Restrictions and Easements for Windsor Subdivision (the "Declaration") recorded as Instrument Number 200502100025418, records of the Recorder's office of Franklin County, Ohio, as the same has been amended and supplemented to date; and

WHEREAS, Windsor Homeowners' Association, Inc. (the "Association") was formed by the filing of the articles of incorporation with the Ohio Secretary of State on or about July 8, 2005, for the purposes of, among other things, enforcing the covenants and restrictions set forth in the Declaration, and purchasing, constructing, owning, maintaining, and managing facilities and improvements located upon the property owned by the Association; and

WHEREAS, pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, the Association duly adopted a Code of Regulations of Windsor Homeowners' Association, Inc., which Code of Regulations was duly amended and restated and recorded as Instrument Number 201103180037343, records of the Recorder's office of Franklin County, Ohio (the "Code of Regulations"); and

WHEREAS, the Members of the Association desire to amend the Code of Regulations to modify the composition of the Board of Directors after the Turnover Date of the Association as defined in the Declaration and/or Code of Regulations; and

WHEREAS, pursuant to the provisions of Article VIII, Section 8.01 of the Code of Regulations, the Code of Regulations may be amended at a meeting of voting Members held for that purpose, or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than sixty-seven percent (67%) of the total voting power of the Members; and

WHEREAS, pursuant to the provisions of Article II, Section 2.02 of the Code of Regulations and the provisions of the Declaration, the Developer, M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("M/I"), is entitled to exercise one hundred percent (100%) of the voting power of the Association; and

WHEREAS, M/I has voted to amend the Code of Regulations in the manner set forth in this First Amendment;

**AMENDMENT**

NOW THEREFORE, the undersigned President and Secretary of the Association hereby certify that the Developer, pursuant to the power of the Developer to exercise one hundred percent (100%) of the total voting power of the Members, through a mail vote and as evidenced by the consent, vote and approval at the end of this First Amendment, has approved and adopted the following amendments to the Code of Regulations:

1. Defined Words and Phrases. Unless otherwise defined herein, capitalized words and phrases contained in this First Amendment shall have the meaning assigned to such words and phrases in the Declaration and Code of Regulations.

2. Amended Language. Article IV, Section 4.01 of the Code of Regulations is hereby superseded in its entirety and amended and replaced with the following:

> "Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of at least three (3) persons. Said

persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Restrictions, the Articles and this Code of Regulations until they resign or their successors are elected and qualified. Members of the Board of Directors need not be Members of the Association. In accordance with the Restrictions, before the closing of the sale of at least seventy-five (75) privately owned sites, the Developer shall appoint all directors. It shall not be necessary for the developer-appointed directors to hold annual or any other periodic meetings. Following the closing of the sale of seventy-five (75) privately owned sites but before the relinquishment of control of the Association by the Developer, the number of directors shall be seven (7), with four (4) of the directors to be appointed by the Developer and three (3) of the directors to be elected by the Members. The directors elected by the Members shall serve one (1) year terms, each to serve until their successor is elected and qualified or until the Turnover Date, whichever is sooner.

Commencing on the date of the meeting in which the Declarant relinquishes its right to appoint directors and control is turned over to the Members, the entire Board of Directors shall be deemed to be removed and five (5) directors shall be elected by the Members at that meeting. The five (5) directors elected at the meeting of Members in which Developer relinquishes control of the Association shall serve until the end of the next following annual meeting of Members. The five (5) directors elected at each annual meeting thereafter shall serve one (1) year terms, terminating at the end of the next annual meeting thereafter, until his or her successor is elected and qualified, or until he or she resigns. Any director may be removed at a special meeting of the Members of the Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members."

(Continued Next Page)

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

**IN TESTIMONY WHEREOF**, the undersigned President and Secretary of the Association have executed this First Amendment to the Code of Regulations of the Association and certify and affirm its adoption as aforesaid this 29th day of January 2016.

**WINDSOR HOMEOWNERS' ASSOCIATION, INC.**

By _____
Jason Francis, President

By _____
Kevin Zeppernick, Secretary

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged and executed before me by Jason Francis, President, and Kevin Zeppernick, Secretary, on behalf of Windsor Homeowners' Association, Inc. who certify and affirm the adoption of this First Amendment as aforesaid this 29th day of January 2016.

_____
Notary Public




DARLENE W. SMITH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 25, 2019

CONSENT, VOTE AND APPROVAL

**M/I HOMES OF CENTRAL OHIO, LLC**
an Ohio limited liability company

By: Timothy C. Hall, Jr., Area President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged and executed before me by Timothy C. Hall, Jr., the Area President of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of said limited liability company this 29th day of January 2016.

Darlene W. Smith
Notary Public




DARLENE W. SMITH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 25, 2019

This instrument prepared by Julia E. Donnan, Attorney at Law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio 43215..

Y:\HOA\Windsor HOA (Amendment to Code of Regulations - Directors).docx

**Doc ID -->** 200519204060

| DATE | DOCUMENT ID | DESCRIPTION | FILING | EXPED | PENALTY | CERT | COPY |
|---|---|---|---|---|---|---|---|
| 07/12/2005 | 200519204060 | DOMESTIC ARTICLES/NON-PROFIT (ARN) | 125.00 | .00 | .00 | 00 | 00 |

**Receipt**
This is not a bill. Please do not remit payment.

VORYS, SATER, SEYMOUR & PEASE
52 E. GAY STREET
COLUMBUS, OH 43215

# STATE OF OHIO
## CERTIFICATE
### Ohio Secretary of State, J. Kenneth Blackwell

1555519

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**WINDSOR HOMEOWNERS' ASSOCIATION, INC.**

and, that said business records show the filing and recording of:

| Document(s) | Document No(s): |
|---|---|
| **DOMESTIC ARTICLES/NON-PROFIT** | **200519204060** |

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 8th day of July, A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State

**Doc ID -->** 200519204060

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

| Expedite this Form: (optional) | |
|---|---|
| Mail Form to one of the Following: | |
| ○ Yes | PO Box 1390<br>Columbus, OH 43216<br>** Requires an additional fee of $100 ** |
| ◉ No | PO Box 670<br>Columbus, OH 43216 |

# INITIAL ARTICLES OF INCORPORATION

*(For Domestic Profit or Non-Profit)*
Filing Fee $125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

*(CHECK ONLY ONE (1) BOX)*

| (1) ☐ Articles of Incorporation Profit | (2) ☑ Articles of Incorporation Non-Profit | (3) ☐ Articles of Incorporation Professional (170-ARP) |
|---|---|---|
| (118-ASF) | (114-ARN) | Profession |
| ORC 1701 | ORC 1702 | ORC 1785 |

*Complete the general information in this section for the box checked above*

FIRST: Name of Corporation: Windsor Homeowners Association, Inc.

SECOND: Location: Columbus (City) Franklin (County)

Effective Date: (Optional) _____ (mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

☑ *Check here if additional provisions are attached*

*Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.*

THIRD: Purpose for which corporation is formed

See Attached Exhibit A for Additional Provisions to these Articles of Incorporation

*Complete the information in this section if box (1) or (3) is checked.*

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

_____ (No. of Shares) _____ (Type) _____ (Par Value)

(Refer to instructions if needed)

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**Doc ID -->** 200519204060

*Completing the information in this section is optional*

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Lloyd T. Simpson
*(Name)*
3 Easton Oval
*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*
Columbus *(City)* Ohio *(State)* 43219 *(Zip Code)*

Edward F. Kristensen
*(Name)*
3 Easton Oval
*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*
Columbus *(City)* Ohio *(State)* 43219 *(Zip Code)*

J. Thomas Mason
*(Name)*
3 Easton Oval
*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*
Columbus *(City)* Ohio *(State)* 43219 *(Zip Code)*

**REQUIRED**
Must be authenticated (signed) by an authorized representative
**(See Instructions)**

Authorized Representative — Date: 6/27/05
J. Thomas Mason
(print name)

Authorized Representative — Date
(print name)

Authorized Representative — Date
(print name)

533 Page 2 of 3 Last Revised: May 2002

**Doc ID -->** 200519204060

*Complete the information in this section if box (1) (2) or (3) is checked.*

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Windsor Homeowners Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

CWS Agency Corporation
*(Name)*
85 East State Street
*(Street)* *NOTE: P.O. Box Addresses are NOT acceptable.*
Columbus, Ohio 43215
*(City)* *(Zip Code)*

Must be authenticated by an authorized representative

J. Thomas Mason — Authorized Representative — Date: 6/27/05

Authorized Representative — Date

Authorized Representative — Date

### ACCEPTANCE OF APPOINTMENT

The Undersigned, CWS Agency Corporation, named herein as the Statutory agent for, Windsor Homeowners' Association, Inc.
, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: _____
(Statutory Agent)

532 Page 3 of 3 Last Revised: May 2002

Doc ID --> 200519204060

**EXHIBIT A**

**ADDITIONAL PROVISIONS**

**OF**

**THE ARTICLES OF INCORPORATION**

**OF**

**WINDSOR HOMEOWNERS' ASSOCIATION, INC.**

(said Non-Profit corporation being referred to hereinafter as the "Association")

THIRD: The purposes for which the Association is formed are generally, to serve as a "homeowners' association" as the term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land within the development for common purposes, including but not limited to detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with restrictions of record for Windsor Subdivision recorded with the Recorder's Office of Franklin County, Ohio, and all other property at any time added to the Windsor Subdivision and made subject to the foregoing restrictions, or this Association.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. Without limiting the foregoing, the Association shall have the authority:

(a) to operate, maintain, repair, replace and landscape the entrance areas and other improvements within Windsor Subdivision, as provided in the Declaration (said subdivision and any future phases are hereinafter referred to as the "Subdivision"); to enforce the obligation for maintenance of perimeter plantings described in the Declaration; to maintain aesthetically and functionally the pedestrian path easements within the Subdivision (if such paths are established by the plat of the subdivision, or by the restrictions); to maintain or enforce the obligation for maintenance of the fencing within the landscape buffer easements all in the manner described in the Declaration; to provide for other matters of concern to the owners of lots located within and more particularly described and depicted on the Subdivision plat or plats or in the declaration or declarations that are or hereinafter will be recorded in Franklin County, Ohio; to own and maintain any other property which may be conveyed to the Association with its consent; to enforce, as determined by the directors in their sole discretion, the covenants and restrictions set forth in the Declaration, and to purchase, construct, own, maintain, and manage any and all facilities and improvements (including personal property) presently or in the future constructed or located on the property of the Association and all of which shall sometimes hereinafter be referred to as the "Property", provided that all of the obligations of the Association shall be subject to the business judgment of the directors;

(b) to establish uniform rules and regulations pertaining to the maintenance and use of any pedestrian path easements, landscape easements and entrance features and any Property of the Association;

(c) to provide and pay for insurance coverage in such types and amounts as the Association shall determine;

(d) to exercise, to the extent and in the manner determined proper by the directors in their sole business judgment, all of the powers and privileges or perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Easements, Conditions and Restrictions, recorded with the Recorder's Office of Franklin County, Ohio, as the same may be amended from time to time or additional phases or property added in accordance with its terms (referred to herein as the "Declaration");

(e) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments made pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(f) to acquire (by gift, purchases or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements over, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(g) to initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to the Property;

(h) to borrow money to fulfill its purpose and give security therefor;

(i) to enter into and perform contracts to fulfill its purposes;

(j) to have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law; and

(k) to take any action necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing.

The Association shall not do any act or enter into any agreement or enter into any transaction in any manner which would violate any provision of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the Code of Regulations of the Association. The foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association.

**Doc ID -->** 200519204060

Windsor Homeowners' Association, Inc. – Additional Provisions (continued)

SIXTH: The number, qualifications, manner, and time of selection of successor directors, and their terms of office, shall be set forth in the Declaration (as such term is defined in paragraph (d) of Article Third set forth in Exhibit A to the Articles of Incorporation) and the Code of Regulations of the Association. The directors shall exercise all of the power and authority and discharge all of the duties of the directors as defined in Chapter 1702 of the Ohio Revised Code, except as such power and authorities may be limited or expanded by the provisions of these Articles, the Declaration or the Code of Regulations of the Association.

SEVENTH: Each owner of a fee simple interest in a lot in the Subdivision (as such term is defined in paragraph (a) of Article Third set forth in Exhibit A to the Articles of Incorporation) shall be a member of the Association; provided that owner or owners of each lot in the Subdivision shall be entitled to exercise one vote for each lot that he or she owns or they own; provided further that one hundred percent (100%) of the voting power of the members of the Association shall be entitled to be exercised by the Developer (as defined in the Code of Regulations of the Association) on each matter properly submitted to the members for their vote, consent, waiver, release or action until such time as the Developer elects to relinquish that voting right, which relinquishment shall take place within six months of the end of the year in which the Developer ceases to own the fee simple title to at least one of the lots in the Subdivision. The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot; and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner[s] of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

EIGHTH: The obligation to pay the assessments imposed by the restrictions shall commence upon the date determined by majority vote of the directors, in their sole discretion. Notwithstanding any term or condition in the restrictions to the contrary, a quorum for any meeting of the membership shall be that number of members who are entitled to vote who are present in person or by proxy at a meeting. Actions (except the amendment of the restrictions) can be taken upon a majority vote of the members present, in person or by proxy, at any duly noticed meeting.

NINTH: Upon the dissolution of the Association and after the return, transfer or conveyance of assets held upon condition (such as Common Property owned by the Association, which shall be transferred in accordance with the requirements of the Declaration) which shall have occurred by reason of the dissolution or otherwise, the directors of the Association shall distribute all of the remaining assets of the Association in accordance with a plan of distribution adopted by the members of the Association.

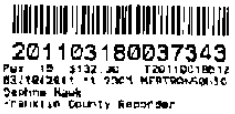
TENTH: A director, member or officer of the Association shall not be disqualified by such office or membership from dealing or contracting with the Association as vender, purchaser, employee, agent, provider or otherwise. No contract or transaction shall be void or voidable with respect to the Association for the reason that it is between the Association and one or more of its directors, members or officers, or between the Association and any other entity in which one or more of the Association's directors, members or officers are directors, directors or officers, or have financial or personal interests, or for the reason that one or more interested

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Windsor Homeowners' Association, Inc. – Additional Provisions (continued)

directors or officers participated in or voted at the meeting of the directors or a committee thereof which authorized such contract or transaction, if in any case (a) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the directors or the committee and the directors or committee, in good faith reasonably justified by said facts, authorize the contract or transaction by the affirmative vote of a majority of the disinterested directors even though the disinterested directors constitute less than a quorum; or (b) the material facts of any such relationship or interest and of the contract or transaction are disclosed or are known to the members entitled to vote thereon and the contract or transaction is specifically approved at a meeting of the members held for that purpose at which a quorum is present by the affirmative vote of members exercising a majority of the voting power of the members who are present in person or represented by proxy at the meeting and are not interested in the contract or transaction; or (c) the contract or transaction is fair to the Association at the time it is authorized or approved by the directors, a committee thereof, or the members.

01/12/2005 - 8303798




**CODE OF REGULATIONS (BYLAWS)**
**OF**
**WINDSOR HOMEOWNERS' ASSOCIATION, INC.**

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

## BACKGROUND

A. Windsor is a residential subdivision located in the State of Ohio and County of Franklin and currently consists of property shown, delineated, described and identified as being part of Windsor Subdivision on the recorded plats of record in the office of the Recorder of Franklin County, Ohio, but may be expanded to include additional property in the future.

B. A plan of covenants, easements, restrictions, assessments and assessment liens for Windsor, a subdivision of residential lots in the State of Ohio and County of Franklin, was created by the filing and recording of the declaration thereof (the "Declaration") recorded as Instrument No. 200502100025418 of the Official Records of the office of the Recorder of Franklin County, Ohio, as the same has been amended and supplemented to date.

C. Pursuant to the provisions of the Declaration and the filing, on or about July 8, 2005, of articles of incorporation with the Ohio Secretary of State, Windsor Homeowners' Association, Inc. (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in the Windsor community for the benefit of the owners of lots in Windsor and for administering and enforcing the terms and conditions of the Declaration. Each owner of a lot that was subjected to the Declaration is a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

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

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

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

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

**CERTIFICATION**

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

**IN TESTIMONY WHEREOF**, the Board of Directors of Windsor Homeowners' Association, Inc., acting by and through its duly authorized vice president, signed, acknowledged, and delivered this instrument on or as of the 14th day of March, 2011.

**BOARD OF DIRECTORS OF**
**WINDSOR**
**HOMEOWNERS' ASSOCIATION, INC.,**
an Ohio corporation not-for-profit

By _____
Theresa Lynn P. Collins, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Theresa Lynn P. Collins, Vice President, of Windsor Homeowners' Association, Inc., an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 14th day of March, 2011.

_____
Notary Public

This instrument prepared by:

Daniel J. Minor
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

NOTARIAL SEAL

MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires
Dec. 15, 2011

EXHIBIT A

# AMENDED AND RESTATED

# CODE OF REGULATIONS

# OF

# WINDSOR HOMEOWNERS' ASSOCIATION, INC.

## ARTICLE I

## NAME AND PURPOSE

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

Section 1.02. The purposes for which the Association is formed are generally, to serve as a "homeowners association" as that term is defined in Section 528 of the United States Internal Revenue Code 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land currently within the Windsor Subdivision, and all other property at any time added to the Windsor Subdivision and made subject to any recorded deed restrictions or this Association, for common purposes, including but not limited to detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with the plat of Windsor Subdivision; to enforce (as determined prudent) all restrictions of record for Windsor Subdivision, (the "Restrictions") and any other plats, amendments or restrictions of record which make property subject to these restrictions, or the Association, including property which may be added in the future.

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

## ARTICLE II

## MEMBERS AND VOTING

Section 2.01. Each owner of a fee simple interest in a lot in the Development shall be a Member of the Association (hereinafter a "Member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot; membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

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

Notwithstanding anything herein to the contrary and except as otherwise provided in the Restrictions with respect to the election of directors, M/I Homes of Central Ohio, LLC and any joint venture or joint venturer (or its or their successor), as the developer (the "Developer") of the Development, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their consent, waiver, release or action until such time as the Developer elects to relinquish the voting right, which relinquishment shall take place within six months of the end of the year in which the Developer ceases to own the fee simple title to at least one of the lots in the Development. At such time as Developer elects to relinquish the voting right, each lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provision hereunder, Developer, including Directors appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

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

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

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

without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

## ARTICLE III

## MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Developer, an annual meeting of the voting Members for the election of directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held on the last Monday in March of each year, or on such other date within one month thereafter as may be designated by the Board of Directors of the Association (the "Board of Directors" or the "Board") from time to time. No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association. No meetings of members shall be required prior to the relinquishment of control of the Association by the Developer.

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

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

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than ten (10) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at his or her address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed therefor, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden or proving his, her or its right to vote.

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

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

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

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

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

## ARTICLE IV

## BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of at least three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Restrictions, the Articles and this Code of Regulations until they resign or their successors are elected and qualified. Members of the Board of Directors need not be members of the Association. In accordance with the Restrictions, before the closing of the sale of at least seventy-five (75) privately owned sites, the Developer shall appoint all directors. It shall not be necessary for the developer-appointed directors to hold annual or any other periodic meetings. Following the closing of the sale of seventy-five (75) privately owned sites but before the relinquishment of control of the Association by the Developer, the number of directors shall be seven (7), with four of the directors to be appointed by the Developer and three of the directors to be elected by the Members. The directors elected by the Members shall serve one (1) year terms, each to serve until their successor is elected and qualified or until the Turnover Date, whichever is sooner. After the Turnover Date, the entire Board of Directors shall be deemed to be removed and all directors shall be elected by the Members at regular annual meeting of Members of the Association or at special meetings called for that purpose. Beginning with the first annual meeting following the Developer's relinquishment of control, each director who is elected shall serve for a term of one (1) year and until his or her successor is elected and qualified, or until he or she resigns. Any director may be removed at a special meeting of the Members of the Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members.

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

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

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings as may be called by the President from time to time. However, following the relinquishment of control of the Association by the Developer, the Board shall meet not less than once in each calendar quarter. Meetings shall be held at such

place as the President or a majority of the Directors may determine, or by joint telephone connection if so requested by the President or a majority of the Directors.

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

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

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

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

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

## ARTICLE V

## OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a Member of the Board. Officers need not be Members of the Association and may be paid such compensation as the Board may determine.

Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

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

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

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

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

## ARTICLE VI

## INDEMNIFICATION

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

Section 6.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

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

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

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.04. Any indemnification required under Section 6.01 and not precluded under Section 6.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified, within the past five (5) years, or (C) by the members, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 6.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 shall be evidenced in rebuttal of the presumption recited in Section 6.01. Any determination made by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by him or her, but only if such officer or Director shall first agree, in writing, to repay

all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise.

(A) if it shall ultimately be determined as provided in Section 6.04 that he or she is not entitled to be indemnified by the Association as provider under Section 6.01; or

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

Section 6.05. The indemnification provided by Article Six shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article Six. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 6.08. For purposes of this Article Six, and as examples and not by way of limitation:

(A) A person claiming indemnification under this Article Six shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or other matter therein, if

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

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

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

Section 6.09. Any action, suit or proceeding to determine a claim for indemnification under this Article Six may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the development is located. The Association and (by claiming such indemnification) each such person consents to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of the Ohio county where all or any part of the development is located in any such action, suit or proceeding.

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## ARTICLE VII

## NOTICES AND DEMANDS

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

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

## ARTICLE VIII

## AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than sixty-seven percent (67%) of the total voting power of the Members.

## ARTICLE IX

## MISCELLANEOUS

Section 9.01. This Code of Regulations also may be deemed to be "Bylaws" to the extent such reference is made in any deed.

Section 9.02. The Board of Directors also may be referred to as the "Board of Trustees" and the terms "director" and "trustee" are used interchangeably to the extent such terms are used in the Restrictions, the Articles, this Code of Regulations or other documents and records of the Association.

EXHIBIT A

# AMENDED AND RESTATED

# CODE OF REGULATIONS

# OF

# WINDSOR HOMEOWNERS' ASSOCIATION, INC.

## ARTICLE I

## NAME AND PURPOSE

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

Section 1.02. The purposes for which the Association is formed are generally, to serve as a "homeowners association" as that term is defined in Section 528 of the United States Internal Revenue Code 1986 as now in effect and as may be amended from time to time (the "Code") and to that end to hold title to, or easements over, land currently within the Windsor Subdivision, and all other property at any time added to the Windsor Subdivision and made subject to any recorded deed restrictions or this Association, for common purposes, including but not limited to detention areas and/or landscape entry areas, to maintain and administer such land and common areas in accordance with the plat of Windsor Subdivision; to enforce (as determined prudent) all restrictions of record for Windsor Subdivision, (the "Restrictions") and any other plats, amendments or restrictions of record which make property subject to these restrictions, or the Association, including property which may be added in the future.

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

## ARTICLE II

## MEMBERS AND VOTING

Section 2.01. Each owner of a fee simple interest in a lot in the Development shall be a Member of the Association (hereinafter a "Member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot; membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest. No member may otherwise terminate his or her membership in the Association or sever that membership interest.

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

Notwithstanding anything herein to the contrary and except as otherwise provided in the Restrictions with respect to the election of directors, M/I Homes of Central Ohio, LLC and any joint venture or joint venturer (or its or their successor), as the developer (the "Developer") of the Development, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their consent, waiver, release or action until such time as the Developer elects to relinquish the voting right, which relinquishment shall take place within six months of the end of the year in which the Developer ceases to own the fee simple title to at least one of the lots in the Development. At such time as Developer elects to relinquish the voting right, each lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provision hereunder, Developer, including Directors appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

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

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

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

without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

## ARTICLE III

## MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Developer, an annual meeting of the voting Members for the election of directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held on the last Monday in March of each year, or on such other date within one month thereafter as may be designated by the Board of Directors of the Association (the "Board of Directors" or the "Board") from time to time. No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association. No meetings of members shall be required prior to the relinquishment of control of the Association by the Developer.

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

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

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than ten (10) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at his or her address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed therefor, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden or proving his, her or its right to vote.

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

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

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

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

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

## ARTICLE IV

## BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of at least three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Restrictions, the Articles and this Code of Regulations until they resign or their successors are elected and qualified. Members of the Board of Directors need not be members of the Association. In accordance with the Restrictions, before the closing of the sale of at least seventy-five (75) privately owned sites, the Developer shall appoint all directors. It shall not be necessary for the developer-appointed directors to hold annual or any other periodic meetings. Following the closing of the sale of seventy-five (75) privately owned sites but before the relinquishment of control of the Association by the Developer, the number of directors shall be seven (7), with four of the directors to be appointed by the Developer and three of the directors to be elected by the Members. The directors elected by the Members shall serve one (1) year terms, each to serve until their successor is elected and qualified or until the Turnover Date, whichever is sooner. After the Turnover Date, the entire Board of Directors shall be deemed to be removed and all directors shall be elected by the Members at regular annual meeting of Members of the Association or at special meetings called for that purpose. Beginning with the first annual meeting following the Developer's relinquishment of control, each director who is elected shall serve for a term of one (1) year and until his or her successor is elected and qualified, or until he or she resigns. Any director may be removed at a special meeting of the Members of the Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members.

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

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

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings as may be called by the President from time to time. However, following the relinquishment of control of the Association by the Developer, the Board shall meet not less than once in each calendar quarter. Meetings shall be held at such

place as the President or a majority of the Directors may determine, or by joint telephone connection if so requested by the President or a majority of the Directors.

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

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

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

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

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

## ARTICLE V

## OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a Member of the Board. Officers need not be Members of the Association and may be paid such compensation as the Board may determine.

Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

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

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

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

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

## ARTICLE VI

## INDEMNIFICATION

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

Section 6.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

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

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

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.04. Any indemnification required under Section 6.01 and not precluded under Section 6.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified, within the past five (5) years, or (C) by the members, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 6.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 shall be evidenced in rebuttal of the presumption recited in Section 6.01. Any determination made by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 6.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by him or her, but only if such officer or Director shall first agree, in writing, to repay

all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise.

(A) if it shall ultimately be determined as provided in Section 6.04 that he or she is not entitled to be indemnified by the Association as provider under Section 6.01; or

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

Section 6.06. The indemnification provided by Article Six shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article Six. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 6.08. For purposes of this Article Six, and as examples and not by way of limitation:

(A) A person claiming indemnification under this Article Six shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or other matter therein, if

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

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

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

Section 6.09. Any action, suit or proceeding to determine a claim for indemnification under this Article Six may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the development is located. The Association and (by claiming such indemnification) each such person consents to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of the Ohio county where all or any part of the development is located in any such action, suit or proceeding.

## ARTICLE VII

## NOTICES AND DEMANDS

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

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

## ARTICLE VIII

## AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than sixty-seven percent (67%) of the total voting power of the Members.

## ARTICLE IX

## MISCELLANEOUS

Section 9.01. This Code of Regulations also may be deemed to be "Bylaws" to the extent such reference is made in any deed.

Section 9.02. The Board of Directors also may be referred to as the "Board of Trustees" and the terms "director" and "trustee" are used interchangeably to the extent such terms are used in the Restrictions, the Articles, this Code of Regulations or other documents and records of the Association.

200502100025418
Fee: 72.00 $500.00 T20050018788
02/10/2005 15:38PM KATHERINE O'TO R
Robert G. Montgomery
Franklin County Recorder

# DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINDSOR SUBDIVISION

TRANSOHIO RESIDENTIAL TITLE
3 Easton Oval
Columbus, Ohio
(614) [illegible]

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 25th day of January, 2005, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company (the "Declarant").

Declarant is the owner of all of that certain real property located in Franklin County, Ohio, more particularly described on the attached Exhibit A (the "Section 1 Property," which, together with all real property submitted to this Declaration from time to time pursuant to Article III hereafter, is collectively referred to as the "Windsor Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Windsor Area, for the purposes hereinafter set forth.

Declarant hereby declares that the Section 1 Property and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Section 1 Property and any such subsequently Annexed properties, and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their respective heirs, personal and legal representatives, successors and assigns.

## ARTICLE I

## PURPOSE AND INTENT

The New Albany Company LLC, a Delaware limited liability company (the "New Albany Company") is the developer of certain real property located in Franklin County, Ohio and Licking County, Ohio, now known and referred to herein as "The New Albany Communities." The Windsor Area is located within the 'expansion area' of, and is subject to Annexation into, The New Albany Communities. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising The New Albany Communities, and in order to protect property values and to contribute to the health, safety and welfare of the property owners and residents of The New Albany Communities, The New Albany Company has declared that the Section 1 Property (among other properties) located within the expansion area of the New Albany Communities has been Annexed to The New Albany Communities, and shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in the Master Community Documents.

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
FEB 10 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

It is the intention of The New Albany Company that The New Albany Communities shall consist of separately developed communities. Windsor is one of the communities within The New Albany Communities. Declarant acknowledges that the inclusion of Windsor within The New Albany Communities is a material benefit to the Declarant and its successors in interest to the ownership interest in any portion thereof, and in consideration therefor, Declarant hereby grants to The New Albany Company certain rights and easements as set forth in this Declaration.

As is or may be the case with each community comprising The New Albany Communities, Owners within Windsor either have or will have certain interests in addition to those common to all other owners within The New Albany Communities. In order to establish and create a common scheme and plan for the improvement and maintenance of Windsor and in order to promote the interests unique to the Owners and residents of Windsor, Declarant has hereby declared that the Section 1 Properties and any properties subsequently Annexed hereto shall be held, sold, conveyed, encumbered, leased, occupied and improved subject not only to the Master Community Documents, but also to the Windsor Documents.

Declarant desires to ensure the attractiveness of the individual lots and parcels and facilities developed within the Windsor Area, to prevent any future impairment thereof and to preserve, protect, and enhance the values and amenities of the Windsor Area. Declarant intends to encourage the construction of attractive Improvements appropriately designed and located to preserve a harmonious appearance and function and to encourage the development of advanced technological, architectural, and engineering design for the harmonious development of the Windsor Area.

This Declaration is imposed for the benefit of all Owners and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all Owners.

## ARTICLE II

## DEFINITIONS

Certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Adjoining Townhome Lot" shall mean the Townhome Lot which shares a common (i.e., party) wall with the other Townhome Lot in question.

"Annexation" or "Annexed" or "Annex" shall mean the process by which portions of the Expansion Windsor Properties are made subject to the Declaration pursuant to Article III hereof.

"Architectural Review Committee" or "Committee" shall mean the committee formed pursuant to Article XI hereof to maintain the quality and architectural harmony of improvements in Windsor.

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Windsor Association which are filed with the Secretary of State of Ohio.

"Assessments" shall mean Base, Special, and Default Assessments, collectively, levied pursuant to Article VIII hereof to provide the funds to meet the estimated cash requirements of the Windsor Association.

"Base Assessment" shall mean the Assessments levied in accordance with Section 8.4 of this Declaration.

"Board of Trustees" or "Board" shall mean the board of trustees of the Windsor Association.

"Building" shall mean a building or structure constructed on a Privately Owned Site or on the Common Property.

"Carriage Home Lot" shall mean any of Sites 18 through 43, both inclusive, Sites 64 through 66, both inclusive, and Sites 81 through 141, both inclusive, of Section 1 Property (and any Site designated as a Carriage Home Lot in any amendment or supplement to this Declaration).

"Code of Regulations" shall mean the code of regulations of the Windsor Association.

"Common Property" shall mean all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

"Community Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, as determined by the Board from time to time.

"Declarant" shall mean M/I Homes of Central Ohio, LLC an Ohio limited liability company, and its successors in interest. A person or entity shall be deemed a successor in interest of Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

"Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements as amended or supplemented by Supplemental Declaration from time to time.

"Default Assessment" shall mean an Assessment levied in accordance with Section 8.7 of this Declaration.

"Eligible Holder" is defined in Article XV hereof.

"Expansion Windsor Properties" or "Property" shall mean any real property within the area described in Exhibit B.

"FHLMC" shall mean Federal Home Loan Mortgage Corporation or the mortgage corporation created by Title III of the Emergency Home Finance Act of 1970, including any successor thereto.

"FNMA" shall mean Federal National Mortgage Association, a government-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto.

"Government Mortgage Agencies" shall mean the FHLMC, the FNMA, and any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans.

"Improvement" shall mean all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, alleys, lanes, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios, stoops, and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type, changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" does include both original Improvements and all later changes and Improvements.

"Maintenance Fund" shall mean the fund created by Assessments and fees levied pursuant to Article VIII hereof to provide the Windsor Association with the funds it requires to carry out its duties hereunder.

"Manager" shall mean any person or entity retained by the Windsor Association to perform certain functions of the Windsor Association pursuant to this Declaration.

"Master Association" shall mean The New Albany Communities Master Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the

duties and obligations set forth in the Master Declaration and the articles of incorporation and/or code of regulations of the Master Association.

"Master Community Documents" shall mean any and all documents, instruments and agreements established by the New Albany Company creating and governing The New Albany Communities, including, but not limited to, the Master Declaration, the articles of incorporation and code of regulations of the Master Association and any procedures, rules, regulations or policies adopted by the Master Association.

"Master Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities dated as of December 3, 1990 and recorded in the office of the Franklin County, Ohio Recorder at Official Record 16185A01, as the same may be amended and supplemented from time to time.

"Member" shall mean any person or entity holding membership in the Windsor Association.

"Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Privately Owned Site or interest therein as security for the payment of a debt or obligation. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

"Mortgagee" shall mean the holder or beneficiary of a Mortgage as well as a named mortgagee. "First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Privately Owned Site, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Plat" shall mean any plat maps filed in the office of the Recorder of Franklin County, Ohio, as they may be amended from time to time, describing all or any portion of the Windsor Area.

"Privately Owned Site" or "Site" shall interchangeably mean (a) any lot or parcel of land depicted on a Plat, (b) any real property identified as a separate tax parcel in the office of the Auditor of Franklin County, Ohio, or (c) any real property designated as a Privately Owned Site by Declarant including any Improvements thereon within the Windsor Area provided, however, "Privately Owned Site" or "Site" shall not include: (i) any property owned by a public body, (ii) the Windsor Association Properties or (iii) any property owned by the Master Association or with respect to which the Master Association has any right, title or interest.

"Related User" shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant,

tenant, family member or contract purchaser of an Owner who resides on the Privately Owned Site of such Owner and any natural person who is a guest or invitee of such Owner or of such person.

"Section 1 Property or Properties" shall mean all of the real property described in **Exhibit A** attached hereto.

"Special Assessment" shall mean the Assessments levied in accordance with Section 8.6 of this Declaration.

"Supplemental Declaration" shall mean a written instrument which is executed and recorded for the purpose of amending, modifying or supplementing this Declaration or for the purpose of subjecting all or any portion of the Expansion Windsor Properties to this Declaration.

"The New Albany Communities" shall mean all real property which is or hereafter may become subject to the Master Declaration pursuant to the terms thereof.

"The New Albany Company" shall mean The New Albany Company LLC, a Delaware limited liability company, and its successors in interest. A person or entity shall be deemed a successor in interest of The New Albany Company only if specifically so designated in a duly recorded written instrument as a successor or assign of The New Albany Company under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of The New Albany Company only as to the particular rights or interests of The New Albany Company under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument signed by The New Albany Company.

"Townhome Lot" shall mean any of Sites 44 through 63, both inclusive and Sites 67 through 80, both inclusive, of Section 1 Property (and any Site designated as a Townhome Lot in any amendment or supplement to this Declaration).

"Townhome Unit" shall mean a residential dwelling constructed on a Townhome Lot which shares a common wall with the Townhome Unit constructed on the Adjoining Townhome Lot.

"Turnover Date" is defined in Section 4.6 hereof.

"Village Lot" shall mean any of Sites 1 through 17, both inclusive, of Section 1 Property (and any Site designated as a Village Lot in any amendment or supplement to this Declaration).

"Windsor" shall mean the planned community created by this Declaration consisting of the Windsor Area and all of the Improvements located thereon.

"Windsor Area" shall mean the Section 1 Properties together with any real property which hereafter becomes subject to this Declaration pursuant to the provisions of Article III hereof.

"Windsor Association" shall mean the Windsor Homeowners' Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and/or the Code of Regulations of the Windsor Association.

"Windsor Association Properties" shall mean all real and personal property, including, but not limited to, the Common Property and Improvements, now or hereafter owned by the Windsor Association or with respect to which the Windsor Association holds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest or with respect to which the Windsor Association has maintenance responsibilities under the terms of this Declaration or the Windsor Documents.

"Windsor Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Windsor Area and/or Windsor Association, including, but not limited to, this Declaration, the Articles of Incorporation and Code of Regulations and any procedures, rules, regulations, guidelines or policies adopted thereunder by the Windsor Association or the Architectural Review Committee.

"Windsor Representative" shall mean the individual selected by the Members pursuant to Section 4.3 to represent the Windsor Association in matters conducted by the Master Association.

"Windsor Rules" shall mean the rules adopted by the Windsor Association as provided in Section 5.14.

## ARTICLE III

## EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the Windsor Area to include all or part of the Expansion Windsor Properties. With the prior written approval of The New Albany Company, Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved, by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Franklin County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. Each such Supplemental Declaration shall require the prior written approval of The New Albany Company, however, no Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

In addition to any and all other rights of Declarant under this Declaration, Declarant may, with the prior written approval of The New Albany Company but without the approval of any of the Owners, release any real property owned by Declarant from the covenants, conditions, restrictions, easements and all other matters and obligations to pay Assessments set forth in this Declaration by filing of record with the Franklin County, Ohio Recorder a Supplemental Declaration releasing such property from this Declaration. The filing of such a Supplemental Declaration shall not abridge, release or diminish the rights of Declarant under this Declaration or with respect to any real property remaining a part of the Windsor Area. The consent of The New Albany Company under the immediately preceding sentence may be conditioned upon The New Albany Company receiving the right to approve the design and construction of any Improvements constructed on the real property which is the subject of such Supplemental Declaration.

In addition to any and all other rights of The New Albany Company under this Declaration, and notwithstanding any other provision herein to the contrary, in the event that The New Albany Company hereinafter becomes the fee simple owner of any real property in the Windsor Area, The New Albany Company may, without the approval or consent of Declarant or any of the Owners, release such real property from the covenants, conditions, restrictions, easements and all other matters and obligations to pay Assessments set forth in this Declaration by filing of record with the Franklin County, Ohio Recorder a Supplemental Declaration releasing such property from this Declaration. The filing of such a Supplemental Declaration shall not abridge, release or diminish the rights of The New Albany Company under this Declaration or with respect to any real property remaining a part of the Windsor Area.

## ARTICLE IV

## WINDSOR ASSOCIATION OPERATIONS

Section 4.1. Windsor Association. The Windsor Association has been or will be formed as an Ohio nonprofit corporation. The Windsor Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and/or Code of Regulations.

Section 4.2. Membership in the Windsor Association. Each Owner of a Privately Owned Site within the Windsor Area shall be a Member of the Windsor Association, and by acceptance of a deed to a Privately Owned Site is deemed to agree to abide by and to observe all requirements contained herein, including but not limited to, complying with use restrictions and paying Assessments. There shall be one membership in the Windsor Association for each Privately Owned Site within the Windsor Area. The person or persons who constitute the Owner of a Privately Owned Site shall automatically be the holder or holders of the membership in the Windsor Association appurtenant to that Privately Owned Site, and such membership shall automatically pass with fee simple title to the Privately Owned Site. No Owner, whether one or more persons, shall have more than one membership per Site owned, and in the event the Owner of a Site is more than one person, votes and rights of use and enjoyment shall be as provided hereinafter and in the Code of Regulations. The membership rights of a Site owned by a

corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the Code of Regulations. Declarant shall hold a separate membership in the Windsor Association for each Privately Owned Site owned by Declarant. Membership in the Windsor Association shall not be assignable separate and apart from fee simple title to a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an Owner to use Improvements or otherwise to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no assignment shall relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 4.3. Windsor Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted by Community Representatives (as that term is defined in the Master Declaration) elected by the members of each Community (as that term is defined in the Master Community Documents). The Windsor Representative shall be elected by a majority of the votes then being cast by the non-Declarant Members. The Declarant shall not be entitled to cast votes for the Windsor Representative. The Windsor Representative shall cast the votes which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least 51% of the voting power in attendance at any duly constituted meeting of the Members shall instruct the Windsor Representative as to the manner in which such representative is to vote on any issue to be voted on by the Community Representatives, then such representative shall cast all of the voting power of the Windsor Association in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issues. The Windsor Representative shall have the authority, in the Windsor Representative's sole discretion, to call a special meeting of the Members in the manner provided in the Code of Regulations for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Community Representatives. When the Windsor Representative is voting in such representative's own discretion, without instruction from the Members, then such representative may cast all of the votes of the Members as a unit or such representative may apportion some of the votes in favor of a given proposition and some of the votes in opposition to such proposition. It shall be conclusively presumed for all purposes of Master Association business that the Windsor Representative in casting votes for the Members has acted with the authority and consent of the Members. All agreements and determinations lawfully made by the Master Association in accordance with the procedures established in the Master Declaration and in the code of regulations of the Master Association shall be deemed binding on all Owners and their successors and assigns.

Section 4.4. Voting Rights of Members. Subject to Section 4.6, each Member shall have the right to cast votes for the election of the Board of Trustees of the Windsor Association, the election of the Windsor Representative and on any issue to be voted by the Members under the terms of this Declaration. There shall be only one membership per Privately Owned Site and one vote per membership. In the event the Owner of a Privately Owned Site is more than one person, the vote for such Privately Owned Site shall be exercised as they, among themselves, determine.

Any Owner of a Privately Owned Site which is leased may assign the voting right appurtenant to such Privately Owned Site to the tenant, providing that a copy of the instrument of assignment is furnished to the Secretary of the Windsor Association prior to any meeting. The Code of Regulations shall provide for the manner, time, place, conduct and voting procedures for meetings of Members.

Section 4.5. Board of Trustees. The affairs of the Windsor Association shall be managed by a Board of Trustees. Subject to the provisions of Section 4.6 hereof, the number, term, election and qualifications of the Board of Trustees shall be fixed in the Articles of Incorporation and/or Code of Regulations. The Board of Trustees may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Windsor Association, or to the Master Association or to agents and employees of the Windsor Association or of the Master Association, but such delegation of authority shall not relieve the Board of Trustees of the ultimate responsibility for the management of the affairs of the Windsor Association. Action by or on behalf of the Windsor Association may be taken by the Board of Trustees or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

Section 4.6. Membership of Board of Trustees. Until the Turnover Date, the Board of Trustees shall consist of seven trustees, and Declarant shall have and hereby reserves the continuing right to appoint four of such trustees until such Turnover Date and the rest of the Members (excluding Declarant) shall have the right to elect three of such trustees until the Turnover Date. After the Turnover Date, the Board of Trustees shall be elected by the Members in accordance with the Code of Regulations. Notwithstanding the foregoing, until the closing of the sale of 75 Privately Owned Sites to non-Declarant Owners, the number of trustees shall be three and Declarant shall have the right to elect all three of such trustees. The trustees appointed by the Declarant shall have a fiduciary duty solely to the Declarant and will act solely on behalf of the Declarant. The trustees elected by the Members shall have a fiduciary duty to all Members. The "Turnover Date" shall mean the earliest of the following dates: (a) six (6) months after the year in which all the Expansion Windsor Properties have become part of the Windsor Area and the last Privately Owned Site within the Windsor Area has been sold and conveyed by Declarant to a non-Declarant Owner; or (b) the date that Declarant has voluntarily relinquished its right to appoint four trustees and its right to appoint members of the Architectural Review Committee in accordance with Section 11.1 hereof. The document by which Declarant voluntarily relinquishes its right to appoint trustees and its right to appoint members of the Architectural Review Committee, as described in subsection (b) in the immediately preceding sentence, may allow Declarant to reserve the right to require Declarant's prior written approval of certain actions by the Board of Trustees including, by way of illustration but not limitation, the following: (i) any action that increases the Base Assessment only on Declarant's property or imposes a Special Assessment only on Declarant's property, and (ii) any action that, in Declarant's opinion, impairs or restricts Declarant's ability to develop and market its property within the Windsor Area and other projects developed by Declarant or its assigns which are within The New Albany Communities.

ARTICLE V

DUTIES AND POWERS OF THE
WINDSOR ASSOCIATION

Section 5.1. General Duties and Powers of the Windsor Association. The Windsor Association has been (or will be) formed to further the common interests of the Owners. The Windsor Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Windsor Association Properties and to improve and enhance the attractiveness, desirability and safety of the Windsor Area.

Section 5.2. Duty to Accept Properties and Facilities Transferred by Declarant. The Declarant may hereinafter convey certain areas of land to the Windsor Association as Common Property intended for common use by the Owners in the Windsor Area for purposes including, without limitation, the location of signs for identification of the Windsor Association Properties, open spaces, access, and other purposes. The areas so designated by Declarant are dedicated hereby to the common use and enjoyment of the Owners, and their families, tenants, employees, guests and invitees, and not to the use of the general public. The Declarant may hereafter convey other real or personal property, or interests therein or the maintenance obligations therefor, to the Windsor Association for the use and enjoyment of all or certain of the Owners for the purposes as may be permitted by this Declaration. The Windsor Association shall accept title to any interest to any real or personal property transferred to it, and/or assume maintenance obligations assigned thereto, by Declarant. After any such transfer, the Windsor Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Windsor Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use and/or to maintain. Any property or interest in property transferred to the Windsor Association by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the Section 1 Properties and the Expansion Windsor Properties. Any fee simple interest in property transferred to the Windsor Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Windsor Association by limited warranty deed, free and clear of all liens (other than the lien for real property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of the Master Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances granted or reserved by Declarant. The property or interest in property transferred to the Windsor Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Windsor Association with respect to the maintenance of such property.

THE WINDSOR ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO

THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE DEED TO ANY SITE, THE WINDSOR ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY MEMBER OR OWNER RELATING TO THE CONDITION, CONSTRUCTION, DESIGN, CAPACITY, OPERATION, USE, ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Windsor Association shall be paid for by the Windsor Association.

Section 5.3. Duty to Manage, Control and Maintain Windsor Association Properties. Subject to the rights of the Owners set forth in this Declaration and as otherwise provided herein, the Windsor Association, shall be responsible for the management and control of the Windsor Association Properties and shall maintain and keep the Windsor Association Properties in good repair, such maintenance to be funded as hereinafter provided. This maintenance may include, but not be limited to, snow removal, repaving, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated upon the Common Property, unless such maintenance is the responsibility of the Master Association. The Master Association may, in the sole discretion of the board of trustees of the Master Association, assume the maintenance responsibilities set forth in this Declaration, after giving the Board reasonable notice and an opportunity to correct its deficient maintenance. In such event, all costs of such maintenance shall be assessed only against the Owners. The assumption of this responsibility may take place either by contract or because, in the sole opinion of the board of trustees of the Master Association, the level and quality of service then being provided is not consistent with the standards set by the Windsor Association and the standards of the Master Association. The Master Association shall be the sole judge of the appropriateness of any assumption of maintenance responsibilities and quantity and quality of the maintenance performed or to be performed. The Windsor Association and all Members and Owners, by the acceptance of title to any property or the deed to any Privately Owned Site, release and indemnify the Master Association from all claims arising from its actions pursuant to this Section 5.3.

Section 5.4. Duty to Maintain Hazard Insurance. The Windsor Association shall obtain insurance for all insurable Improvements owned by the Windsor Association in an amount equal to the full replacement value thereof (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage) which shall include all building service equipment and the like,

common personal property and supplies, and any fixtures or equipment. Such policy shall include, if applicable, a standard form of mortgagee clause, a "Demolition Cost Endorsement" or its equivalent, and an "Increased Cost of Construction Endorsement" or the equivalent. In addition, such policy shall afford protection against at least the following:

5.4.1. Loss or damage by fire and other hazards covered by the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

5.4.2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to Windsor.

Section 5.5. Duty to Maintain Liability Insurance. The Windsor Association shall obtain a comprehensive policy of public liability insurance insuring the Windsor Association and its Members, trustees, officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Windsor Association Properties or streets and roads within the Windsor Area, and legal liability arising out of lawsuits related to employment contracts of the Windsor Association. Such comprehensive policy of public liability insurance shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurance company from denying the claim of any Owner because of the negligent acts of the Windsor Association or any other Owner, with a limit of not less than $1,000,000 covering all claims for personal injury, including death, or property damage arising out of a single occurrence. Such comprehensive policy of public liability insurance shall also include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garagekeeper's liability, host liquor liability, contractual and all-written contract insurance, employers' liability insurance, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to Windsor.

Section 5.6. Duty to Maintain Fidelity Insurance. The Windsor Association may obtain fidelity bonds to protect against dishonest acts on the part of its officers, trustees, employees and agents and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Windsor Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds may be required for the Manager and its officers, employees, and agents. Such fidelity coverage shall name the Windsor Association as an obligee and shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the Windsor Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without the compensation from the definition of "employees," or similar terms or expressions.

Section 5.7. Duty to Maintain Flood Insurance. If any of the Windsor Association Properties is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and for which flood insurance has been made available by the National Flood Insurance Program, a "blanket" policy of flood insurance must be maintained by the Windsor Association in the amount of 100% of the current replacement cost (as defined in Section 5.4 hereof) of all Buildings and other insurable property located in such area or the

maximum limit of coverage available for such property under the National Flood Insurance Act of 1968, as amended, whichever is less.

Section 5.8. Insurance and Bonds Required by Government Mortgage Agencies. The Windsor Association shall obtain and keep in full force and effect such insurance and bonds as may be required from time to time by Government Mortgage Agencies to the extent that any such Government Mortgage Agency holds, or has agreed to insure or to guarantee, any Mortgage on any Privately Owned Site within the Windsor Area, except to the extent such insurance or bond is not reasonably obtainable or has been waived in writing by such Government Mortgage Agency.

Section 5.9. Provisions Common to Hazard Insurance, Liability Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Windsor Association under the provisions of Sections 5.4, 5.5, 5.6 and 5.7 hereof shall be subject to the following provisions and limitations:

5.9.1. The named insured under such policies shall be the Windsor Association, as attorney-in-fact for the Owners, or its authorized representative, including any trustee with which the Windsor Association may enter into any insurance trust agreement, or any successor trustee (each of which is sometimes referred to in this Section 5.9 as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under such policies;

5.9.2. In no event shall the insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or Mortgagees;

5.9.3. The policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Windsor Association, or (b) failure of the Windsor Association to comply with any warranty or condition with regard to any portion of Windsor over which the Windsor Association has no control;

5.9.4. The policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to any and all First Mortgagees, the Master Association and insureds named therein;

5.9.5. The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Windsor Association and the Master Association and their Managers, trustees, officers, agents and employees and any Owner and their respective guests, agents, employees, or tenants, and of any defense based upon coinsurance or upon invalidity arising from the acts of the insured;

5.9.6. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Windsor Association (or any Insurance Trustee) and the Master Association, or when in conflict

with the provisions of any insurance trust agreement to which the Windsor Association may be a party or any requirement of law;

5.9.7. All policies shall be written with a company licensed to do business in Ohio and holding a rating of A or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

5.9.8. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin County, Ohio area; and

5.9.9. No policy may be cancelled, invalidated, or suspended on account of the conduct of any member of the Board of Trustees, officer, agent or employee of the Windsor Association or its duly authorized Manager without prior demand in writing delivered to the Windsor Association and the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Windsor Association, its Manager, the Master Association, any Owner, or Mortgagee.

Section 5.10. Duty to Maintain Officers' and Trustees' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and trustees' personal liability insurance shall be obtained by the Windsor Association to protect the officers, trustees and the Architectural Review Committee members and all other committee members from personal liability in relation to their duties and responsibilities in acting as such officers, trustees and committee members on behalf of the Windsor Association.

Section 5.11. Duty to Maintain Workers' Compensation Insurance. The Windsor Association, shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 5.12. Other Insurance. The Windsor Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Windsor Association's responsibilities and duties.

Section 5.13. Power to Adopt Rules and Regulations. The Windsor Association, from time to time and subject to the provisions of the Windsor Documents and the Master Community Documents, may adopt, amend and repeal rules and regulations, to be known as the "Windsor Rules," governing, among other things and without limitation:

5.13.1. The use of the Windsor Properties;

5.13.2. Collection and disposal of garbage and trash;

5.13.3. The burning of open fires;

5.13.4. The maintenance of animals within the Windsor;

5.13.5. Parking restrictions and limitations;

5.13.6. The posting of maximum speeds for vehicular traffic and other traffic rules on private roads;

5.13.7. Establishment of times or other restrictions as to when commercial vehicles may be permitted to use any or all of the roads;

5.13.8. The type or types of vehicles (other than conventionally equipped passenger automobiles) and the times when any vehicle or motorized vehicle or device may be permitted to use the roads or any other area of the Windsor Properties;

5.13.9. Fines for the infraction of the Windsor Rules;

5.13.10. Additional use restrictions;

5.13.11. Maintenance performance standards; and

5.13.12. Any other rule or regulation deemed necessary, desirable or advisable by the Windsor Association to promote the health, safety or welfare of the Owners and residents of property within the Windsor.

Notice of the adoption, amendment or repeal of any Windsor Rules shall be given in writing to The New Albany Company, the Master Association and each Owner at the address for notices to the Owners as elsewhere provided in this Declaration or the Code of Regulations, and copies of the currently effective Windsor Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Windsor Rules and shall see that the Related Users of such Owners shall comply with the Windsor Rules. In the event of any conflict between the Windsor Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 5.14. Assist Architectural Review Committee. The Windsor Association shall in all respects cooperate with and assist the Architectural Review Committee in the complete fulfillment of the Committee's functions, and shall in all respects assist the Committee in the enforcement of its guidelines, rules, regulations and decisions.

Section 5.15. Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master

Declaration and cooperate with the Master Association so that the Master Association and the Windsor Association can most efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Master Association or the Windsor Association may use the services of the other in the furtherance of its obligations and they may contract with each other to better provide for such cooperation. The payment for such contract services or a variance in services provided may be reflected in increased assessments by the Master Association for Windsor or by an item in the Windsor Association's budget which shall be collected through Windsor Association Assessments and remitted to the Master Association. If the Windsor Association fails, neglects, or is unable to perform a duty or obligation required by the Windsor Documents, then the Master Association may, after reasonable notice and an opportunity to cure given to the Master Association, perform such duties or obligations until such time as the Windsor Association is able to resume such functions, and charge the Windsor Association a reasonable fee for the performance of such functions.

Section 5.16. Manager. The Windsor Association may employ or contract for the services of a Manager, provided that such employment shall be by a contract having a term of no more than three years, and each such contract shall be subject to cancellation by the Windsor Association on 90 days or less prior notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or improvements chargeable against the Maintenance Fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of any duty, power, or function. The Manager may be the Master Association.

Section 5.17. Ownership of Other Property. The Windsor Association, through action of its Board of Trustees, may acquire, hold, and dispose of tangible and intangible personal property and real property in addition to any such property which may be conveyed to the Windsor Association by Declarant.

Section 5.18. Roads and Streets. The Windsor Association shall be responsible for the maintenance of all private roads, if any, within Windsor, including periodic maintenance of the surface and regular snow and ice removal, except such private drives as are located on Privately Owned Sites or private roads which are the responsibility of the Master Association to maintain. The Board shall cooperate with the applicable traffic and fire control officials and the Master Association, to post all public and private drives, roads and streets with traffic control, fire lane, and parking regulation signs. The Windsor Association shall mow the grass and properly maintain the landscaping within public rights-of-way along public roads within the Windsor Area.

Section 5.19. Books and Records. The Windsor Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to the Master Association, Owners and Mortgagees, current copies of the Windsor Documents, and the books, records, and financial statements of the Windsor Association prepared pursuant to the Code of Regulations. The Windsor Association may charge a reasonable fee for copying such materials. Notwithstanding the foregoing, records concerning the status of the accounts payable with respect to a Privately Owned Site shall only be made available to the Owner or a Mortgagee of that Privately Owned Site.

Section 5.20. Successor of Declarant. The Windsor Association shall succeed to all of the duties and responsibilities of Declarant hereunder after the Turnover Date. The Windsor Association shall not, after the Turnover Date, succeed to the rights and easements reserved to Declarant hereunder unless such rights and easements are expressly conveyed to the Windsor Association by recorded written instrument.

Section 5.21. Implied Rights and Obligations. The Windsor Association may exercise any other right or privilege given to it expressly by the Windsor Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Windsor Association shall perform all of the duties and obligations imposed on it expressly by the Windsor Documents and every other duty or obligation reasonably to be implied from the express provisions of the Windsor Documents or reasonably necessary to perform the duties and obligations contained in the Windsor Documents.

Section 5.22. Rights Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights and powers contained under this Article V, even though no specific reference to such rights and powers appears in the instrument for such conveyance.

Section 5.23 Tax Increment Financing. It is hereby acknowledged and declared that Declarant and/or the Windsor Association may from time to time elect (or may heretofore have elected) to include and join all or any portion of the Windsor Area and all or any portion of the real property portions of the Common Property as part of a tax increment financing district, parcel or area, including incentive districts (each a "TIF District") in accordance with and for the purposes described in Ohio Revised Code Sections 5709.40 - .43, 5709.73 - .75, and 5709.77-.81 (collectively, the "Act", as the same may be amended from time to time), for the purpose of exempting all or part of the "Improvements" (which term is used in this Section 5.23 of this Declaration as it is used and defined in the Act) from real property taxes and providing for the payment of service payments in lieu of real property taxes in respect of such Improvements (the "Service Payments"). As currently constituted, the Act contemplates that such Service Payments would be used to fund designated "Public Infrastructure Improvements" (as that term is defined in the Act) and would be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable with regard to the Improvements. To facilitate such an inclusion and joinder of all or any portion of the Windsor Area and all or any portion of the real property portions of the Common Property as part of a TIF District (each a "TIF Joinder"), the Windsor Association is hereby unconditionally authorized to act on behalf of, and is hereby designated and appointed as agent and authorized representative of, each Owner for the purpose of doing or causing to be done any and all such acts and things and executing and delivering any and all such agreements, instruments, documents and certificates as the Windsor Association may from time to time deem necessary, advisable or appropriate to effectuate or carry out the purposes of a TIF Joinder, all in the sole and absolute discretion of the Windsor Association, acting by and through the Board, including, without limitation (on behalf of each Owner individually or as a group of two or more Owners): by initiating and/or consenting to each TIF Joinder; by joining and cooperating with each pertinent

political subdivision (collectively, the "Political Subdivision") in the legislative process to effectuate each TIF District and/or each TIF Joinder; by executing and/or delivering pertinent tax increment financing agreements and other pertinent agreements in connection with each TIF Joinder; by joining and cooperating with the Political Subdivision in any and all exemption applications contemplated by each TIF Joinder; and otherwise by assisting and cooperating with the Political Subdivision and such other governmental entities or persons as may be necessary or appropriate to facilitate and effectuate each TIF Joinder. In connection with the foregoing matters, the execution and delivery of any agreement, instrument, document or certificate, and/or the performance of any act, by any officer of the Windsor Association duly designated by the Board (i) shall be conclusive evidence of the exercise by said officer and by the Windsor Association of the discretionary authority herein conferred, (ii) shall be binding upon each Owner to the same extent as if each Owner had executed and delivered each such agreement, instrument, document or certificate, and/or performed each such act and (iii) if executed, delivered or performed prior to the recordation of this Declaration, shall be and is hereby ratified, adopted and confirmed.

## ARTICLE VI

## WINDSOR ASSOCIATION PROPERTIES

Section 6.1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive easement for the use and enjoyment of the Common Property, if any, which shall be appurtenant to and shall pass with the title to every Privately Owned Site, subject to the provisions of this Declaration including, but not limited to, the easements set forth in this Article and all conditions, restrictions, easements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Section 6.2. Declaration of Use. Any Owner may, subject to the Windsor Rules adopted from time to time by the Board, delegate, in accordance with the Windsor Documents, his right of enjoyment in the Common Property and facilities to his tenants, employees, family, guest, invitees or other Related User.

Section 6.3. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of the Windsor Properties, or any Improvements on or portion thereof, is caused through or by the negligent or willful act or omission of any Owner, or by a Related User, or by any member of an Owner's family, or by an Owner's guests, tenants or invitees, then the expenses, costs and fees incurred by the Windsor Association for such maintenance, repair, or replacement, in the amount for which the Owner or the Owner's family members, guests, invitees or Related User are liable under Ohio law, shall be a personal obligation of such Owner; and, if not repaid to the Windsor Association within seven days after the Windsor Association gives notice to the Owner of the total amount, or of amounts due from time to time, then the sums due shall become a Default Assessment against the Owner's Privately Owned Site and may be enforced in accordance with Section 8.7.

Section 6.4. Title to Windsor Association Properties. The Windsor Association Properties shall be owned by the Windsor Association and no Owner shall bring any action for partition or division of the Windsor Association Properties. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Windsor Association Properties, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to the Windsor Association, and hereby agrees to reimburse the Windsor Association for its costs, expenses, and reasonable attorneys' fees in defending any such action. In the event of the dissolution of the Windsor Association, other than incident to a merger or consolidation, the Windsor Association Properties shall, to the extent reasonably possible, be conveyed to the Master Association to be used, in any such event, for the common benefit of Owners for similar purposes for which the Windsor Association Properties were held by the Windsor Association, in the event such conveyance is refused, the Members shall immediately thereupon hold title to the Windsor Association Properties as tenants in common and shall collectively provide for the continued maintenance and upkeep in accordance with the terms of this Section 6.4.

Section 6.5. Windsor Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Windsor Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Windsor Association Properties, or any part thereof, upon their damage or destruction as provided in this Article or a complete or partial taking as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Windsor Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Windsor Association as attorney-in-fact.

Section 6.6. Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any Improvement owned by the Windsor Association, the Windsor Association shall, unless such damage or destruction shall be, in the sole opinion of the Windsor Association, minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of such Improvement so damaged or destroyed. "Repair and reconstruction" as used herein shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 6.7. Repair and Reconstruction. As soon as practical after obtaining estimates, the Windsor Association shall, subject to the provisions of Section 6.10, diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Windsor Association may take any and all necessary or appropriate action to effect repair and reconstruction and no consent or other action by any Owner shall be necessary in connection therewith. Assessments of the Windsor Association shall not be abated during the period of repair and reconstruction.

Section 6.8. Funds for Repair and Reconstruction. The proceeds received by the Windsor Association from any hazard insurance shall be used for the purpose of replacement, repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such replacement, repair and reconstruction, the Windsor Association may, pursuant to Section 8.6 hereof, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners except as provided herein, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of replacement, repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the replacement, repair and reconstruction.

Section 6.9. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Windsor Association and the amounts received from the Special Assessments provided for in Section 8.6 hereof constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be held by the Windsor Association as surplus funds in accordance with Section 9.3.

Section 6.10. Decision Not to Rebuild. If Declarant, The New Albany Company and at least 67% of the Owners (other than Declarant) agree in writing not to repair and reconstruct and no alternative Improvements are authorized, then and in that event such damaged or destroyed Windsor Association Properties shall be restored to its natural state and maintained as an undeveloped portion of the Windsor Association Properties by the Windsor Association in a neat and attractive condition, and any remaining insurance proceeds may be held by the Windsor Association as surplus funds in accordance with Section 9.3.

Section 6.11. Rights of Owners. Whenever all or any part of the Windsor Association Properties shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof but the Windsor Association shall act as attorney-in-fact for all Owners in the proceedings incident thereto, unless otherwise prohibited by law.

Section 6.12. Partial Condemnation; Distribution of Award; Reconstruction. The award or payment made for any taking or conveyance described in Section 6.11 shall be payable to the Windsor Association as trustee for all Owners to be distributed as follows: If the taking involves a portion of the Common Property on which Improvements have been constructed, then, unless within 60 days after such taking the Declarant and at least 67% of the Owners (other than Declarant) shall otherwise agree in writing, the Windsor Association shall restore or replace such Improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore, in accordance with plans approved by the Board of Trustees and the Architectural Review Committee. If such Improvements are to be repaired or restored, the above provisions in this Article regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are net

funds remaining after any such restoration or replacement is completed, then such aware or net funds may be held as surplus in accordance with Section 9.3.

## ARTICLE VII

## DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.1. General. Declarant shall have, and hereby retains and reserves, and grants and assigns to The New Albany Company, certain rights as described in this Declaration with respect to the Windsor Association, the Windsor Association Properties, and the Windsor Area. The rights and reservations of Declarant and The New Albany Company set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of any and all property, both real and personal, by Declarant to the Windsor Association and in each deed or other instrument by which any and all property within the Windsor Area is conveyed by Declarant, or otherwise, whether or not specifically stated therein. The rights, reservations and easements of Declarant and The New Albany Company set forth in this Declaration shall survive the Turnover Date and shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's and The New Albany Company's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's and/or The New Albany Company's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Any or all of the special rights of Declarant and/or The New Albany Company hereunder may be transferred to other persons or entities, provided that the transfer shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and/or The New Albany Company, as the context requires, and duly recorded in the office of the Recorder of Franklin County, Ohio. Declarant further reserves the right to create reservations, exceptions, exclusions and easements convenient or necessary for the use and operation of any or all other property of Declarant or others whether located in the Windsor Area or otherwise.

Section 7.2. Approval of Conveyances or Changes in Use of the Windsor Association Properties. The Windsor Association shall not, without first obtaining the prior written consent of Declarant and The New Albany Company, convey, change or alter the use of the Windsor Association Properties, use the Windsor Association Properties other than solely for the benefit of Owners, or mortgage the Windsor Association Properties.

Section 7.3. Maintenance Easement. An easement is hereby reserved to the Declarant, and granted to the Windsor Association, the Master Association, and any trustee or Manager, and their respective officers, agents, employees, and assigns upon, across, over, in, and under the Windsor Area and a right to make such use of the Windsor Area as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Windsor Association is obligated or permitted to perform pursuant to the Windsor Documents, including the right to enter upon any Privately Owned Site for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Privately Owned Site as required by the

Windsor Documents. The Windsor Association and the Master Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 7.4. Easements Deemed Created. All conveyances of property within the Windsor Area, including Privately Owned Sites, hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights, powers and easements contained in this Article VII, even though no specific reference to such rights, powers and easements or to this Article VII appears in the instrument for such conveyance.

## ARTICLE VIII

## COVENANT FOR ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Privately Owned Site owned by it, hereby covenants, and each Owner for each Privately Owned Site owned by such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Windsor Association: (a) Base Assessments for the items set forth in subsections 9.1.1, 9.1.2 and 9.1.3; (b) Special Assessments for capital improvements and other purposes as stated herein; and (c) Default Assessments which may be assessed against an Owner's Privately Owned Site pursuant to the Windsor Documents for failure to perform an obligation under the Windsor Documents or because the Windsor Association has incurred an expense on behalf of the Owner under the Windsor Documents. The Base Assessments, Special Assessments, and Default Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien (which may be foreclosed or otherwise collected as provided herein) upon the Privately Owned Site against which each such Assessment is made until any such Assessment is paid. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Privately Owned Site at the time when the Assessment became due. Owners may waive or otherwise exempt themselves from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Windsor Association Properties or abandonment of a Privately Owned Site. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged failure of the Windsor Association or Board of Trustees to take some action or perform some function required to be taken or performed by the Windsor Association or Board of Trustees under the Windsor Documents or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Windsor Association, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other governmental authority.

Section 8.2. Purpose of Assessments. The Assessments levied by the Windsor Association shall be used exclusively to promote the health, safety, and welfare of the Owners, Related Users, and occupants of the Windsor and for the acquisition, improvement and maintenance of the Windsor Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, reserve accounts, the

cost of labor, equipment, materials, management, and supervision, the salary or fee of the Manager, administrative costs and the payment of interest and principal on funds borrowed by the Windsor Association.

Section 8.3. Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute such budget to the Owners at least 30 days prior to the annual meeting of the Board. The Owners shall have the opportunity to discuss such budget at the annual meeting prior to its final approval. On or before December 15 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Windsor Association's Base Assessments for the following year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those Improvements on the Windsor Association Properties which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies from the prior year's Maintenance Fund, and other purposes and shall include any expected income and surplus from the prior year's Maintenance Fund. The foregoing notwithstanding, compliance with the timing requirements of this paragraph shall not be construed as a precondition to the validity of any Base Assessment, nor shall any delay by the Board in performing its budgeting obligations give any Owner the right to refrain from paying any Assessment.

Section 8.4. Calculation and Apportionment of Base Assessments. For the purpose of providing funds for the items specified in subsections 9.1.1, 9.1.2 and 9.1.3, the Board shall, for each year, commencing with the year 2004, fix and assess the Base Assessment against each Privately Owned Site, which Base Assessment shall be equal to the total Base Assessment then being levied by the Windsor Association divided among the Privately Owned Sites. In the sole and absolute discretion of the Board, Base Assessments may be assessed against each Privately Owned Site in disproportionate amounts, provided that all Owners of Village Lots are assessed uniformly in relation to all other Owners of Village Lots; all Owners of Townhome Lots are assessed uniformly in relation to all other Owners of Townhome Lots; and all Owners of Carriage Home Lots are assessed uniformly in relation to all other Owners of Carriage Home Lots.

8.4.1. As soon as shall be practicable in each year, the Windsor Association shall cause to be sent to each Owner an invoice or other written statement providing and assessing the amount of the Base Assessment with respect to such Privately Owned Site for the year in question.

8.4.2. Prior to the Turnover Date, the Declarant may elect to pay the Base Assessments on Privately Owned Sites owned by Declarant or in lieu thereof, not pay such Base Assessments and pay any deficit incurred in operating the Windsor Association and the Windsor Association Properties. In the event the Declarant pays Base Assessments and the Base Assessments are insufficient to pay the costs of operating the Windsor Association and the Windsor Association Properties, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all Privately Owned Sites in the same proportion as the Base Assessment for that year.

Section 8.5. Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as to a Privately Owned Site on the day of the closing of the conveyance of the Privately Owned Site to an Owner. The first Base Assessment shall be prorated according to the number of days remaining in the calendar year. The Base Assessments shall commence for Privately Owned Sites contained in each phase of the Expansion Windsor Properties Annexed to the Windsor Area on the day of the recording of the Supplemental Declaration incorporating them into the Windsor Area, and shall be prorated according to the number of days remaining in the calendar year. Assessments shall be collected on a periodic basis as the Board may determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each calendar quarter. The Windsor Association may agree with the Master Association for the Master Association to collect Base Assessments or Special Assessments of the Windsor Association and remit them to the Windsor Association on a timely basis. Collection of the Assessments in this manner shall not prevent the creation of the Windsor Association's lien against any Privately Owned Site or affect the Windsor Association's ability to enforce or to collect its Assessments as provided hereunder if they are not remitted to the Master Association in a timely manner.

Section 8.6. Special Assessments. In addition to the Base Assessments authorized by Section 8.1 hereof, the Board of Trustees may levy, in any year in which an Assessment is assessed, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any repair and reconstruction, construction or reconstruction, repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto. Any such Special Assessment that exceeds 25% of the gross annual budget of the Board for that year shall require the assent of at least 67% of the votes of the Owners who are voting in person or by proxy at a special meeting of the Owners duly called as provided in the Code of Regulations for that purpose attended by at least 60% of the Owners in person or by proxy, written notice of which shall be sent to all Owners at least 10 days in advance and which shall set forth the purpose of the meeting. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. Special Assessments pursuant to this Section shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and may only be used for the purposes collected.

Section 8.7. Default Assessments. All monetary fines, fees, assessments, penalties and the like, assessed against an Owner pursuant to the Windsor Documents, or any expense of the Windsor Association which is the obligation of an Owner or which is incurred by the Windsor Association on behalf of the Owner pursuant to the Windsor Documents, shall be a Default Assessment and shall become a lien against such Owner's Privately Owned Site which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their due date.

Section 8.8. Effect of Non-payment of Assessment Lien; Remedies of the Windsor Association. Any Assessment installment, whether of a Base Assessment, Special Assessment,

or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Windsor Association, in its sole discretion, may take, or may authorize the Manager to take, any or all of the following actions:

8.8.1. *Assess a late charge of not less than 5% of the delinquent amount.* If the Association has a Manager, the Manager may assess and collect on each delinquent Assessment as part of its management fee a late fee not to exceed Twenty-Five Dollars ($25.00);

8.8.2. Assess an interest rate charge, on the unpaid assessment, from the date of delinquency at 1-1/2% per month or the maximum rate allowed by law;

8.8.3. Suspend the voting rights of the Owner during any period of delinquency;

8.8.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

8.8.5. Bring an action at law against any Owner personally obligated to pay the delinquent installments;

8.8.6. File a statement or certificate of lien with respect to the Privately Owned Site and/or foreclose on the Privately Owned Site as set forth in more detail below; and

8.8.7. Suspend the rights of the Owner to use the Windsor Association Properties and the Common Property during any period of delinquency.

The Windsor Association may file a statement or certificate of lien by recording with the Recorder of Franklin County, Ohio, a written statement with respect to the Privately Owned Site, setting forth the name of the Owner, the legal description of the Privately Owned Site, the name of the Windsor Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by an officer of the Windsor Association or by the Manager, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Windsor Association may have in its records for the Owner of the Privately Owned Site. Thirty days following the mailing of such notice, the Windsor Association may proceed, at its option, to bring an action at law or in equity, including an action to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Windsor Association and shall be for the benefit of all other Owners. In any such action, the Windsor Association shall be entitled to recover as a part of the action, the amount of delinquent Assessments, plus the amount of charges, interest, costs, and reasonable attorneys' fees with respect to the action, to the extent permitted by law. The Windsor Association shall have the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Site is owned by the Windsor Association following foreclosure, no Assessments shall be levied against it and each other Site shall be charged, in addition to its usual Assessments, its prorata share of the Assessment that would have been

levied against such Site had it not been acquired by the Windsor Association as a result of foreclosure. The remedies herein provided shall not be exclusive and the Windsor Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 8.9. Successor's Liability for Assessments. In addition to the personal obligation of each Owner of a Privately Owned Site to pay all Assessments thereon and the Windsor Association's lien on a Privately Owned Site for such Assessments, all successors to the fee simple title of a Privately Owned Site, except as provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and reasonable attorneys' fees against such Privately Owned Site, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring title to the Site shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Privately Owned Site. In addition, such successor shall be entitled to rely on the statement of liens shown on any statement issued by or on behalf of the Windsor Association under Section 8.12 hereof. The recording of a statement or certificate of lien is not a precondition to the obligation of a successor Owner to pay Assessments that pre-date such successor's acquisition of title to a Privately Owned Site.

Section 8.10. Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded First Mortgage and to any refinancing loan to refinance any such purchase money loan, provided that any such refinancing is evidenced by a First Mortgage of record. However, the lien of the Assessments shall be superior to and prior to any homestead exemption now or hereafter provided by the laws of the State of Ohio, and acceptance of a deed to any part of the Windsor Area shall constitute a waiver of the homestead exemption by the grantee in the deed. No sale or transfer shall relieve a Privately Owned Site from liability for any Assessments or from the lien thereof. However, sale or transfer of any Privately Owned Site pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Privately Owned Sites as a common expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Privately Owned Site from liability for, nor the Privately Owned Site from the lien of, any Assessments made thereafter.

Section 8.11. Exempt Properties. The following portions of the Windsor Area shall be exempt from the Assessments, charges, and liens created herein:

8.11.1. All properties dedicated to and accepted by the Village of New Albany, Ohio, the New Albany Community Authority or any other governmental entity, and devoted to public use;

8.11.2. All utility lines and easements;

8.11.3. The Windsor Association Properties; and

8.11.4. Any property owned by the Master Association or with respect to which the Master Association has any right, title or interest.

Section 8.12. Statement of Status of Assessments. Upon 10 days written notice to the Treasurer of the Windsor Association or the Manager and payment of a processing fee set by the Windsor Association from time to time, not to exceed $50, any Owner or Mortgagee of a Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site setting forth:

8.12.1. The amount of any unpaid Assessments (whether Base, Special, or Default Assessments), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Privately Owned Site;

8.12.2. The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

8.12.3. Any other information deemed proper by the Windsor Association.

The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the Windsor Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 8.13. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Windsor Association.

## ARTICLE IX

## USE OF MAINTENANCE FUNDS

Section 9.1. Application of Assessments. The Windsor Association shall apply all funds, including, without limitation, all Assessments received by it pursuant to this Declaration, and all other funds and property received by it from any source, including, without limitation, the proceeds of loans referred to in Section 9.2 and the surplus of funds referred to in Section 9.3, to the following, in the order stated:

9.1.1. The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Windsor Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 9.2 hereof;

9.1.2. Administrative costs and expenses incurred by the Windsor Association in the exercise of its powers, authority, and duties described in the Windsor Documents; and

9.1.3. The promotion of the recreation, health, safety, and welfare of the Owners and occupants of the Windsor and for the improvement and maintenance of the Windsor Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision and the salary of the Manager, if any.

Section 9.2. Authority to Borrow Funds. For the purpose of providing funds for uses specified in Section 8.2, the Windsor Association is hereby granted the right to borrow funds from time to time upon such terms and conditions deemed appropriate by the Board. In order to secure the repayment of any and all sums borrowed by or loaned to it from time to time, the Windsor Association is hereby granted the right and power:

9.2.1. To assign and pledge all funds received and to be received by it under any provision of the Windsor Documents, including, but not limited to, the proceeds of the Base Assessments payable hereunder;

9.2.2. To enter into agreements with holders and owners of any debt obligations with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Windsor Association covenants:

(a) to assess the Base Assessments on a given day in each year and to assess the same at a particular rate or rates;

(b) to establish sinking funds or other security deposits;

(c) to apply all funds received by the Windsor Association first to the payment of all principal and interest, when due, on such debts, or to apply the same to such purpose after providing for costs of collection;

(d) to establish such collection, payment and lien enforcement procedures, not inconsistent with the provisions of the Windsor Documents, as may be required by holders or owners of any such debt obligation;

(e) to provide for the custody and safeguarding of all funds received by the Windsor Association; and

9.2.3. Subject to the provisions of Sections 7.2 and 15.5, to grant and convey mortgages and security interests in the Windsor Association Properties.

The amounts, terms and rates of borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 9.3. Authority to Maintain Surplus. The Windsor Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Windsor Association be obligated to apply any such surplus to the reduction of the amount of the Base Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Windsor Association and the effectiveness of its purposes as set forth in the Windsor Documents.

## ARTICLE X

## WINDSOR AREA USE RESTRICTIONS

Section 10.1. General Restriction. All property located in the Windsor Area shall be used only for the purposes set forth herein, as permitted by the applicable ordinances of the Village of New Albany, Ohio and the laws of the State of Ohio and the United States, and as set forth in the Windsor Documents and specific recorded covenants affecting all or any part of the Windsor Area in the Master Association Documents, and any amendments thereto.

Section 10.2. Maintenance of Privately Owned Sites. Except as provided otherwise herein (including, without limitation, Article XIII), in the Windsor Documents, the Master Association Documents, or by written agreement within the Windsor Association, all maintenance of the Privately Owned Sites and all structures, landscaping, parking areas, and other improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain said Privately Owned Site in accordance with the Windsor Documents and the Community Standard.

Section 10.2.1 The Windsor Association may, in the discretion of the Board, assume the maintenance responsibilities of the Owner of a Privately Owned Site if, in the opinion of the Board, the level and quality of maintenance responsibility provided by such Owner does not satisfy the Windsor Documents or the Community Standard. The Master Association may, in the sole discretion of the board of trustees of the Master Association, assume the maintenance responsibilities of such Owner if, in the opinion of the board of trustees of the Master Association, the level and quality of maintenance being provided by such Owner does not satisfy the Community Standard, and the Windsor Association has failed to adequately provide such maintenance.

Section 10.2.2 Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building, landscape maintenance, or fence maintenance or within 10 days in the case of other maintenance, after mailing of such written notice, then the Windsor Association may proceed with such remedial action.

Section 10.2.3 Before assuming the maintenance responsibilities, the board of trustees of the Master Association shall notify the Owner and the Board of the Windsor Association in writing of its intention to do so, and if such Owner or the Windsor Association has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building, landscape maintenance, or fence maintenance or within 10 days in the case of other maintenance, after the date of the mailing of such written notice, then the Master Association may proceed.

Section 10.2.4 The notice requirements set forth in this Section 10.2 will not be required if an emergency exists in the reasonable judgment of the Windsor Association or the Master Association, as the context requires.

Section 10.2.5 The expenses of such maintenance shall be reimbursed to the Master Association or the Windsor Association, as the context requires, by the Owner. Such charges shall be a Default Assessment and lien on the Privately Owned Site of the Owner as provided in Section 8.7 hereof. The rights of the Windsor Association and the Master Association set forth in this Section 10.2 shall be in addition to all other rights of the Windsor Association set forth in the Windsor Documents and all other rights of the Master Association set forth in the Master Association Documents and may be performed by the Windsor Association, the Master Association and their respective agents, employees, successors or assigns.

Section 10.2.6 By Acceptance of a deed to a Site, each Owner releases the Windsor Association, the Master Association and their respective officers, trustees, agents and employees and agrees that no claim may be brought against any party authorized to act under this Section for damages caused in the performance of these rights. Each Owner shall indemnify and hold the Windsor Association, the Master Association and their respective officers, trustees, agents and employees harmless from and against any and all claims arising out of any action undertaken by them pursuant to this Section.

Section 10.3. Partition or Combination of Privately Owned Sites. No part of a Privately Owned Site may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each Privately Owned Site shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by this Declaration, including the Owner's membership in the Windsor Association and the right to use the Common Property, and liability for all Assessments as established for such Privately Owned Site by the Board. No Privately Owned Site may be subdivided into two or more Sites and no Privately Owned Site may be combined with one or more additional Sites to form one or more Privately Owned Sites without the written consent of both Declarant (or of the Windsor Association after the Turnover Date) and The New Albany Company, and only after full compliance with all county and municipal zoning and subdivision regulations. Declarant's and The New Albany Company's consent shall be conditioned upon payment by the Owner or Owners concerned of all expenses thereof, including legal and accounting fees. Any recorded instrument for partition or combination of Privately Owned Sites shall make adequate provision for the adjustment of voting rights and liability for payment of Assessments appurtenant to or imposed on such Privately Owned Sites.

Section 10.4. Compliance With Insurance Requirements. It shall be the responsibility of the individual Owners, and at their expense, to make arrangements in regard to title insurance on their Privately Owned Sites upon any resale, for hazard insurance on the Improvements, personal property and furnishings located on their Privately Owned Sites, and for public liability insurance covering their Privately Owned Sites; provided, however, that none of the above-described insurance coverages shall violate insurance requirements of the Windsor Association or the Master Association. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Privately Owned Site as such Owner concludes to be desirable, provided, however, that none of such insurance coverages obtained by an Owner shall affect any insurance coverages obtained by the Master Association or the Windsor Association nor cause the diminution or termination thereof. Any such insurance obtained by an Owner shall waive the particular insurance company's right of subrogation against the Master Association, the Windsor Association and other Owners.

Section 10.5. Damage or Destruction on Privately Owned Sites. In the event of damage or destruction to the Improvements located on any of the Privately Owned Sites, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within 90 days from the date of such damage or destruction, then the Windsor Association may, after notice and hearing as provided in the Code of Regulations, impose a fine of not less than $500 per day on the Owner of the Privately Owned Site until repair and reconstruction is commenced. Each Owner shall diligently proceed with all repair and reconstruction and if repair and reconstruction is commenced but then abandoned for a period of more than 30 days, then unless the Owner can prove to the satisfaction of the Windsor Association that such failure is due to circumstances beyond the Owner's control, the Windsor Association may, after notice and hearing as provided in the Code of Regulations, impose a fine of not less than $500 per day on the Owner of such Site until repair and reconstruction is recommenced. Such fine shall be a Default Assessment and a lien against the Privately Owned Site as provided in Section 8.7 hereof.

Section 10.6. Vehicles.

10.6.1. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Windsor Area, including but not limited to the Common Property. In addition to its authority to levy Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

10.6.2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the street in Windsor, or on any Site or Common Property (except in an approved enclosed structure, shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Site on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six cumulative hours in any thirty (30) day period. Nothing

contained herein shall prohibit the reasonable use of such vehicles as may be necessary during the construction of dwellings on the Sites.

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

Section 10.7. Abandoned, Inoperable, or Oversized Vehicles. Abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Windsor Area, except in an approved enclosed garage, entirely screened from view. "Abandoned or inoperable vehicle" shall be defined as any vehicle which is not functionally or legally operable on public roadways, or which has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this shall not include vehicles parked by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within 72 hours thereafter, the Windsor Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage. No unsightly or oversized vehicles, snow removal equipment, garden maintenance equipment, or other unsightly equipment or machinery shall be stored on any portion of the Windsor Area other than in an approved garage, entirely screened from view; and the storage or parking of oversized vehicles may be prohibited by Declarant, the Committee or the Board, or limited to a location or locations designated thereby.

Section 10.8. Excavation and Tree Removal. No excavation shall be made except in connection with Improvements approved as herein provided. For purposes of this Section, "excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting) which results in a removal of earth, rock, or other substance a depth of more than 18 inches below the natural surface of the land. No trees shall be removed except in accordance with the rules, regulations and guidelines of the Architectural Review Committee.

Section 10.9. Utilities. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

Section 10.10. Water and Sanitation. Each Building designed for occupancy or use by humans shall connect with water and sanitation facilities as shall be made available from time to time by the Village of New Albany, Ohio, or any other political subdivision, approved person or entity.

Section 10.11. Signs. No signs of any kind shall be displayed to the public view on or from any portion of the Windsor Area except those signs approved by the Committee, or signs of Declarant or its affiliates or assigns, or except as may be required by law.

Section 10.12. Animals and Pets. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Site, or in or upon any part of the Common Property, unless expressly permitted by the Windsor Rules. All domestic pets shall be properly restrained and shall not permitted to roam free or loose on the Windsor Area, other than on the Site of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Windsor Area if the size, type or characteristics of such animal constitutes a nuisance. Proper Site maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from a Site. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Committee, which may be withheld in the Committee's discretion. Pedestrians within the Windsor Area who are accompanied by dogs must have the dogs under the pedestrians' direct control by use of a leash not to exceed 10 feet in length. All animal waste shall be promptly cleaned up by the pedestrian.

Section 10.13. Drainage. No Owner shall do or permit any work, construct any Improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Windsor Area or any Common Property therein, except to the extent such alteration and drainage pattern is approved in writing by the Committee and except for rights reserved to Declarant to alter or change drainage patterns.

Section 10.14. Trash. No trash, ashes, garbage or other refuse shall be thrown or dumped on any land or area within the Windsor Area. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be stored at the side or rear of the dwelling Building, shall be screened from the public view and from the wind, and shall be protected from animal and other disturbance.

Section 10.15. Construction Regulations. All Owners and their contractors shall comply with the construction regulations of the Windsor Rules, if any, and with any construction regulations adopted, from time to time, by Declarant, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in the Windsor Area at any time; the conservation of landscape materials; protection against erosion, and fire protection. In order to ensure compliance with such construction regulations, the Declarant, the Committee or the Board may collect security deposits from any Owner or person or entity involved in construction or remodeling and use such security

deposits to correct violations of the construction regulations. Such security deposits and charges against them shall be in addition to any other remedy provided by this Declaration.

Section 10.16. Landscaping. All Carriage Home Lots must be landscaped according to both **Exhibit C** attached hereto and any additional standards acopted by the Committee. All Townhome Lots must be landscaped according to both **Exhibit D** attached hereto and any other standards adopted by the Committee. All Village Lots must be landscaped according to **Exhibit E** attached hereto and any additional standards adopted by the Committee. The Declarant or the Committee may require a Site to be landscaped according to an approved plan prior to the start of construction on any other Improvements. All landscaping, including pre-construction landscaping, must be maintained according to the standards set forth in the rules, regulations and guidelines of the Architectural Review Committee and the Windsor Rules.

Section 10.17. Temporary Structures; Storage. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the Committee. No open or outdoor storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.

Section 10.18. Compliance With Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Windsor Area.

Section 10.19. No Outside Clotheslines. No laundry or wash shall be dried or hung outside any Building, or on any portion of the Property.

Section 10.20. Antennas. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained upon any Site or Common Property, or a portion thereof, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling Building fronts.

Section 10.21. Outside Burning. No exterior fires, except barbecues, outside fireplaces, braziers, and incinerator fires which are contained within facilities or receptacles and which are located in areas designated and approved by the Committee, shall be permitted. No Owner shall permit any condition upon its portion of the Windsor Area which creates a fire hazard or is in violation of fire prevention regulations.

Section 10.22. Annoying Lights, Sounds, or Odors. No light, sound or odor shall be emitted from any property within the Windsor Area which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be located or used on any property except with the prior written approval of the Architectural Review Committee.

Section 10.23. Obstructions. There shall be no obstruction of any pedestrian walkways, streets or alleys or interference with the free use thereof except as may be reasonably required in connection with repairs of such walkways streets or alleys. The Owners, their families, tenants, guests, Related Users and invitees are granted non-exclusive easements to use the pedestrian walkways within the Windsor Area. The use thereof shall be subject to the Windsor Rules which may be adopted from time to time. The Windsor Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of pedestrian walkways, and the Windsor Association shall have a right of entry on any part of the Windsor Area for the purposes of enforcing this Section, and any costs incurred by the Windsor Association in connection therewith shall be specially assessed to the Owners or other persons responsible therefor.

Section 10.24. Camping and Picnicking. No camping shall be allowed within the Windsor Area. The Board, in its discretion, may ban or permit public assemblages and rallies within the Windsor Area.

Section 10.25. House Numbers/Mailboxes. Each dwelling Building shall have a house number conforming to a design and location established by the Committee. Declarant may designate a curb side mailbox for each Site with a design giving uniformity to the Windsor Area. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Section 10.26. Pools. No above-ground pools shall be erected, constructed or installed on any Site. For purposes hereof, an "above ground pool" shall be any pool extending twelve (12) inches or more above the finished grade of the Site and having (i) a water surface area in excess of 36 square feet; or (ii) a filtration system of any description. This Paragraph shall not be intended to prohibit the installation of a hot tub or sauna. Spas, hot tubs and in-ground pools will be permitted, subject to prior written approval from the Architectural Review Committee.

Section 10.27. Air Conditioning Units. Except as may be permitted by the Committee, no window air-conditioning units may be installed in any Improvement.

Section 10.28. Fences. The Committee shall have the authority to establish standards according to which fencing and walls may be permitted in Windsor. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) in Subparagraph 10.40 below, and shall conform to the standards set forth by the Committee, and must be approved by the Committee, in writing, prior to the installation thereof. However, fencing in conformity with the specifications set forth on **Exhibit F** (for Carriage Home Lots) attached hereto, **Exhibit G** (for Townhome Lots) attached hereto and **Exhibit H** (for Village Lots) shall be permitted provided the proposed location of any such fencing is approved by the Committee.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder and in no event shall chain link or similar metal or wire fencing be permitted.

Section 10.29. Nuisance. No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within the Windsor Area, nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other part of the Windsor Area or its occupants.

Section 10.30. General Practices Prohibited. The following practices are prohibited within the Windsor Area:

10.30.1. Changing oil in any vehicle or equipment other than at a location designated for that purpose by the Committee;

10.30.2. Removing any rock, plant material, top soil or other similar items from any property of others;

10.30.3. Carrying firearms on the Windsor Association Properties;

10.30.4. Use of surface water for construction; or

10.30.5. Careless disposal of cigarettes and other flammable materials.

Section 10.31. Leasing/Transient Uses. No Site may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, laundry and linen service, or similar services, nor shall leases to roomers or boarders be permitted. The Owner of a Privately Owned Site shall have the right to lease such Privately Owned Site subject to the following conditions:

10.31.1. The lease shall be specifically subject to the Windsor Documents and any failure of a tenant to comply with the Windsor Documents shall be a default under the lease; and

10.31.2. The Owner shall be liable for any violation of the Windsor Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

Section 10.32. Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, Related Users, or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Privately Owned Site, the

Common Property or any portion of any Windsor Area, or transport to or from any portion of the Windsor Area any Hazardous Materials except in compliance with the Environmental Laws.

Section 10.33. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person or entity other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself a perpetual easement across all property located in the Windsor Area for the purpose of altering drainage and water flow. Septic tanks and drain fields, other than those installed by or with written consent of the Committee, are prohibited within the Windsor Area. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances or Hazardous Materials, in any drainage ditch, stream, pond or lake within the Windsor Area.

Section 10.34. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed in the Windsor Area unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Site or Common Property.

Section 10.35. On-Site Fuel Storage. No on-site storage of propane gas, fuel oil, gasoline, heating or other fuels shall be permitted in the Windsor Area except that up to five gallons of gasoline may be stored on each Site for emergency purposes and operation of lawn mowers and similar tools and equipment, and not more than two full propane tanks of a size customarily used with residential barbeque grills may be stored on each Site. The Windsor Association shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment.

Section 10.36. Water and Mineral Operations. No oil, gas or water drilling, oil, gas or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted in the Windsor Area and no derrick or other structure designed for use in boring for water, oil, natural gas, or other minerals shall be erected, maintained or permitted in the Windsor Area; provided, however, the foregoing shall not prevent the drilling of or installation of water development operations by Declarant or its assigns.

Section 10.37. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established in the Windsor Area, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working in the Windsor Area, and no customers, employees, subcontractors or other third parties park on the Windsor Area.

Section 10.38. Street Trees. Declarant may designate one (1) or more trees to be planted along the street(s) adjacent to each Site. If Declarant determines to designate street tree(s), then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall care for,

and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree, which tree or trees shall have a minimum caliper of three (3) inches.

Section 10.39. Yard Lights and Lamp Posts. All yard lights, light fixtures, and lamp posts shall conform to the standards adopted by the Committee.

Section 10.40. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Windsor Area is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

## ARTICLE XI

## ARCHITECTURAL REVIEW COMMITTEE

Section 11.1. Membership. There is hereby established an Architectural Review Committee which shall be responsible for the review and approval or disapproval of all proposed Improvements within Windsor in order to carry out the purposes and intent of this Declaration. The Committee shall be comprised of four persons, who need not be Members, or the Committee's responsibilities may be contractually assigned to a Manager. If the Committee's functions are assigned to a Manager, the Board shall serve as the Committee for purposes of overseeing the Manager's discharge of such functions, and to establish and/or adopt from time to time rules, regulations and guidelines for the construction of Improvements in Windsor. If the Committee's functions are not assigned to a Manager, the Committee shall be formed and operate as provided in Section 11.3 below, provided that two of the members of the Committee shall be appointed, removed and replaced by The New Albany Company, in its sole discretion, until the earlier of (i) the turnover date as set forth in Section 4.5 of the Master Declaration, or (ii) the date that The New Albany Company or its successors or assigns relinquishes its right to appoint members of the Committee, at which time, if prior to the Turnover Date, Declarant shall succeed to The New Albany Company's right to appoint, remove or replace two members of the Committee, or if after the Turnover Date, the Board shall succeed to The New Albany Company's right to appoint, remove and replace two members of the Committee. All of the members of the Committee not appointed by The New Albany Company shall be appointed, removed and replaced by the Declarant in its sole discretion, until the Turnover Date, at which time the Board shall succeed to the Declarant's right to appoint, remove or replace such members of the Committee.

Section 11.2. Purpose. The Committee or Manager, as applicable, shall review, study and either approve or reject proposed Improvements and proposed alterations to Improvements

in the Windsor Area, al. in compliance with this Declaration and as further set forth in the rules, regulations and guidelines of the Committee as shall be adopted and established and may be amended from time to time by the Committee. The Committee or Manager shall exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials, color, location on the Site, height, grade and finished ground elevation, and all aesthetic considerations herein set forth. The actions of the Committee or Manager in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

Section 11.3. Organization and Operation of Committee.

11.3.1. The term of office of each member of the Committee, subject to Section 11.1, shall be one year, commencing January 1 of each year, and continuing until the member's successor shall have been appointed. Should a Committee member die, retire, become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 11.1.

11.3.2. So long as the Declarant appoints members of the Committee, the Declarant shall appoint the chairperson. After the Turnover Date, and for so long as The New Albany Company appoints members of the Committee, The New Albany Company shall appoint the chairperson. At such time as the entire Committee is appointed by the Board, the chairperson shall be elected annually from among the members of the Committee by majority vote of said members.

11.3.3. The chairperson shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting. Such notice shall set forth the time and place of said meeting, which notice may be waived by any member. In the absence of the chairperson, the parties appointing or electing the chairperson may appoint or elect a successor, or if the absence is temporary, a temporary successor chairperson.

11.3.4. The affirmative vote of a majority of the members of the Committee at a meeting at which all of the members are present shall govern its actions and be the act of the Committee. Unless a proposed Improvement or alteration thereto receives the affirmative vote of at least three (3) members of the Committee, such Improvement or alteration thereto shall be deemed disapproved.

11.3.5. The Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

Section 11.4. Expenses. Except as hereinafter provided, all expenses incurred in discharging the Association's and the Committee's design review functions shall be paid by the Windsor Association. The Committee or Manager shall have the right to charge a filing fee for each application submitted to it for review, in an amount which may be established by the Committee or Manager from time to time, and such filing fees shall be retained by the Manager as part of its management fee if the Manager performs the Association's design review functions, or if said functions are not performed by a Manager, such fees shall be collected by the

Committee and remitted to the Windsor Association to help defray the expenses of the Committee's operation.

Section 11.5. Rules, Regulations and Guidelines. The Committee may adopt, establish and publish, from time to time, rules, regulations and guidelines, are deemed to be a part of the Windsor Documents. The rules, regulations and guidelines shall not be inconsistent with the Declaration but shall more specifically define and describe the design standards for Windsor and the various uses within Windsor. Subject to the foregoing, the rules, regulations and guidelines may be modified or amended from time to time by the Committee in its sole and absolute discretion. All prospective Owners, builders, developers and contractors are advised to contact the Committee to obtain the most current copy of the rules, regulations and guidelines, if any.

Section 11.6. Variances. The Committee, acting in its own right or through the Manager, may authorize variances from compliance with any of the provisions of Article X hereof, or from the rules, regulations and guidelines established from time to time by the Committee and its procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit, or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 11.7. Limitation of Liability. The Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Committee, nor any individual member thereof, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications. Approval by the Committee does not necessarily assure approval by the appropriate governmental board or commission. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any Owner, builder, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve. Neither the Board, the Architectural Review Committee or any agent thereof, nor Declarant, The New Albany Company or any of their respective partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Windsor Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Committee shall be defended and indemnified by the Windsor Association in any such suit or proceeding.

Section 11.8. Certificate of Compliance. Upon payment of a reasonable fee established from time to time by the Architectural Review Committee, and upon written request of any Owner or the Owner's agent, an existing or prospective Mortgagee or a prospective grantee, the Committee shall issue an acknowledged certificate, in recordable form, setting forth generally whether, to the best of the Committee's knowledge, the Improvements constructed on the Site are in compliance with the rules, regulations and guidelines of the Committee. Unless such

request shall be complied with within 30 days after receipt thereof, it shall be conclusively presumed that the Owner and the affected Privately Owned Site is in conformance with all the terms and conditions under the control of the Committee.

Section 11.9. Approval Required. No Building or Improvement shall be placed, erected or installed in the Windsor Area, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing Improvements, and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof from the Committee and otherwise complies with the provisions hereof. Any excavation, construction, reconstruction, or the refinishing or alteration of any part of the exterior of any Building or other Improvement in the Windsor Area is absolutely prohibited until and unless the Owner, builder, contractor or developer first obtains approval thereof from the Architectural Review Committee and otherwise complies with the provisions hereof. All Improvements shall be constructed only in accordance with approved plans. For the purposes of record notice, the Committee has approved a number of Improvements plans submitted by Declarant.

Section 11.10. Removal of Non-Conforming Improvements. The Master Association or the Windsor Association, upon request of the Committee and after reasonable notice to the offender and to the Owner, may remove any Improvements constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration, and the Owner thereof shall forthwith reimburse the Master Association or the Windsor Association, as the context requires, for all expenses incurred in connection therewith.

Section 11.11. Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the rules, regulations, guidelines and procedures promulgated by the Committee may be excluded by the Board from the Windsor Area without liability to any person, subject to the notice and hearing procedures contained in the Code of Regulations.

## ARTICLE XII

## EASEMENTS AND LICENSES

Section 12.1. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from the Owner's Site, which rights shall be appurtenant to, and shall pass with the title to the Owner's Site, subject to the terms and limitations set forth in this Declaration, and subject to the Rules. An Owner may delegate the Owner's rights of access and enjoyment to Related Users, family members, occupants, guests, licensees and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to (i) this Declaration, (ii) the provisions of any Plat(s) or (iii) agreements with any governmental entities or other third parties.

Section 12.2. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Windsor Association shall have a right of entry and access to the Property, including without limitation the Sites, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Site to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency, where no such advance notice shall be required.

Section 12.3. Easement for Utilities and Other Purposes. The Association or Declarant may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Association or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Association or Declarant may not convey any easement over a Site without the prior written consent of the Owner of such Site (which consent shall not be unreasonably delayed or withheld). Declarant shall have the absolute right within (i) areas designated as drainage courses on the Plat, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of Windsor, to enter upon Sites and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Site, or to any Improvements thereon, Declarant shall be responsible for the restoration of such portions or Improvements at Declarant's sole cost.

Section 12.4. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery persons, garbage removal personnel, maintenance providers, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

Section 12.5. Reservation of Special Easements. Attached hereto as **Exhibit I** is a site plan of Windsor upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which Declarant reserves easements ("Special Easements") for the purpose of constructing Improvements or conveying rights deemed by Declarant to be beneficial to the Property. Unless indicated otherwise on **Exhibit I**, the Special Easement areas are also No-Build Zones (as hereinafter defined). The Special Easement areas may be parts of individual Sites instead of on Common Property. In such cases, the Owner(s) of the Site(s) affected by the

Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement areas, unless provided otherwise herein. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by Declarant, the State or the Association, the responsibilities of the Site Owner on whose Site such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements, unless provided otherwise herein. Nothing contained in this Section shall require that Declarant reserve or establish Special Easements, and if no areas on **Exhibit I** have been shaded or cross-hatched, Declarant has not reserved any Special Easements.

Section 12.6. No-Build Zones/Non-Disturbance/Buffer/Preservation.

12.6.1. Any areas designated on the Plat, in prior deed restrictions, or on **Exhibit I**, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Committee. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms herein;

12.6.2. Any areas designated on the Plat, in prior deed restrictions, or on **Exhibit I** "Non-Disturbance" zones are deemed to be No-Build Zones, except that within Non-Disturbance zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Declarant;

12.6.3. Areas designated on the Plat, in prior deed restrictions, or on **Exhibit I**, as "Buffer" areas are deemed to be No-Build Zones. The Declarant may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the Plat or herein, the on-going maintenance of Declarant-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Site(s) the landscaping is located. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

12.6.4. Areas designated on the Plat, in prior deed restrictions, or on **Exhibit I**, as "Preservation" zones, "Conservation" zones or the like are deemed to be No-Build Zones, and as such, such zones shall forever be restricted from development of Improvements or related uses of any kind. Any activity or use which would, as a natural consequence, impede or make more difficult the accomplishment of the purpose or intent of these zones are expressly prohibited. Without limiting the foregoing, the following activities are expressly prohibited: (i) dumping or burning of refuse; (ii) hunting or trapping; (iii) disturbance, excavation or removal of natural resources, including, but not limited to, topsoil, sand, gravel, or rocks; (iv) any activity that may contribute to erosion of land; (v) cutting or removal of trees or vegetation, except that dead, diseased, noxious or decayed trees may be removed as required for conservation or scenic purposes, or for reasons of public safety; (vi) private encroachment, including but not limited to, planting of flowers, shrubs, garden material, dumping of trash or debris, or the installation of any

type of recreation or other facility or convenience; and (vii) installation or new construction of roads or public utility facilities.

Section 12.7. Townhome Lot Easements.

12.7.1. Easement for Maintenance and Repair. Subject to the provisions of this Declaration and the Rules, each Owner of a Townhome Lot shall have a non-exclusive easement and right-of-entry, appurtenant to such Owner's Townhome Lot, over the Adjoining Townhome Lot for the purpose of performing maintenance and repair work on such Owner's Townhome Unit; provided that such Owner shall use the most direct, feasible route in entering the Adjoining Townhome Lot for such purpose and shall, at such Owner's expense, restore the surface area so entered to the condition existing immediately prior to such entry.

12.7.2. Easement for Encroachment. Subject to the provisions of this Declaration and the Rules, each Owner of a Townhome Lot shall have a non-exclusive easement, appurtenant to such Owner's Townhome Lot, over the Adjoining Townhome Lot for the purpose of accommodating any encroachment of such Owner's Townhome Unit onto the Adjoining Townhome Lot due to errors in original construction, settlement or shifting of the Townhome Unit, roof overhangs, gutters, draining of rain water from roofs, or any other similar cause. Such easement shall remain valid for so long as such encroachments exist; and should a Townhome Unit be partially or totally destroyed and then repaired or rebuilt, such easement shall continue in order to permit any resulting encroachments of a similar nature.

12.7.3. Party Wall Easement. Subject to the provisions of this Declaration and the Rules, each Owner of a Townhome Lot shall have a non-exclusive easement, appurtenant to such Owner's Townhome Lot, over the Adjoining Townhome Lot for the purpose of maintaining and using the party wall which serves as the common wall between the Adjoining Townhome Units (as hereinafter defined). If the centerline of a party wall now or hereafter fails to coincide with the boundary between the Adjoining Townhome Lots, an easement for any resulting encroachment is hereby established.

## ARTICLE XIII

## MAINTENANCE

Section 13.1. Maintenance by Association.

13.1.1. General Responsibility. The Association shall maintain and keep in good repair the Windsor Association Property as set forth in Article V. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit Windsor.

13.1.2. Lawn Mowing and Maintenance of Sites. Because of the unique sizes and configurations of the Carriage Home Lots, Townhome Lots and Village Lots, the Association has the right, but not the obligation, to provide lawn mowing services to the Carriage Home Lots,

Townhome Lots and Village Lots. Such service will be provided at such frequency as the Board determines and will be limited to certain portions of the Carriage Home Lots, Townhome Lots and Village Lots as the Board determines. As of the date hereof, and subject to further determination by the Board, such service will be limited to (a) the area of each Carriage Home Lot which is delineated on **Exhibit J** attached to this Declaration and (b) the area of each Townhome Lot which is delineated on **Exhibit K** attached to this Declaration. All other mowing and all other lawn maintenance activities (e.g., mowing areas not included on aforementioned exhibits, fertilization, aeration, watering, weed control, etc.) on the Carriage Home Lots, Townhome Lots and Village Lots shall be the responsibility of the Owners of the Carriage Home Lots, Townhome Lots and Village Lots unless the Association, in its discretion, chooses to assume those responsibilities.

13.1.3. Mulching and Landscape Replacement. The Association also has the right, but not the obligation, to be responsible for: seasonal mulching of certain landscape beds of the Carriage Home Lots as identified on **Exhibit J** and Townhome Lots as identified on **Exhibit K**. The Owner shall be responsible for all other maintenance of the landscape beds (e.g., weeding, edging, watering and replacing dead plants). If an Owner of a Townhome Lot, Carriage Home Lot or Village Lot desires to change the plantings, originally planted by Declarant as part of the landscaping, or add new plantings in the landscape beds, such Owner must secure approval from the Committee prior to effecting any such change.

13.1.4 Bulb Replacement. The Association also has the right, but not the obligation, to be responsible for the replacement of bulbs on (a) post lamps and (b) light fixtures placed on either side of each Carriage Lot garage and each Townhome Lot garage.

13.1.5. Costs Treated as Common Expenses. All costs incurred by the Association in providing the services described in this Section XIII shall be Common Expenses subject, however, to the provisions of Section 13.4.

Section 13.2. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at each Owner's expense and in accordance with the Community Standard, said Owner's Site, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, said Owner's Site, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to this Declaration or by a governmental authority. This maintenance responsibility includes, without limitation, landscape maintenance, exterior repair, and promptly furnishing all necessary materials and performing or causing to be performed at the Owner's own expense all maintenance, repairs and replacements within such Site that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of each Owner's Site that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

Section 13.3. Additional Responsibilities of Townhome Unit Owners.

13.3.1. Owner's General Responsibility. The Owner of each Townhome Unit shall cooperate with the Owner of the Townhome Unit constructed on the Adjoining Townhome Lot (herein called the "Adjoining Townhome Unit") to maintain a common exterior appearance,

in accordance with the Community Standard. If any Owner of a Townhome Unit believes that the Owner of the Adjoining Townhome Unit is not maintaining and repairing the exterior of the Adjoining Townhome Unit in accordance with the foregoing standard, the dispute shall be settled by decision of the Board in accordance with the provisions of this Declaration.

13.3.2. Maintenance of Roofs and Exteriors.

(a) Repair and Maintenance. Each Owner of a Townhome Unit shall bear the cost of repairing their own Townhome Unit's roof and exterior, except that the Owners of Adjoining Townhome Units shall each pay one-half of the costs of roof replacement. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failures to act of the Owner or residents of one Townhome Unit, or the Related Users or the invitees of such Owner or residents, the Owner of that Townhome Unit shall be responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Adjoining Townhome Unit Owner shall be settled by decision of the Board in accordance with the provisions of this Declaration.

(b) Decision to Repair or Replace Roof. Notwithstanding the provisions of Section 13.3.2(a), the replacement of a roof on a Townhome Unit, or any repair which will change the appearance of the roof, shall not be done without the consent of both Adjoining Townhome Unit Owners and in compliance with the provisions of Article V of this Declaration relating to architectural controls. In the event that the Owners of the Adjoining Townhome Units are unable to agree upon such replacement or upon such repair which changes the appearance of the roof, an Owner may request that the Board resolve such dispute in accordance with the provisions of this Declaration.

(c) Damage and Destruction. In the event the Adjoining Townhome Units shall suffer damage or destruction, the Owners shall repair the same and return the Adjoining Townhome Units to the condition the same were in immediately before such damage or destruction. The insurance proceeds payable by reason thereof shall be utilized to pay the cost of repair, restoration or reconstruction. Any party receiving such proceeds shall hold such proceeds for the benefit of the Owners of the Adjoining Townhome Units. If the proceeds available from such insurance are insufficient to pay all of such costs, then the proceeds shall go first to the repair, restoration, or reconstruction of the Improvements in the following priority: (1) the roof; (2) the exterior portions of the Townhome Unit owned by the Townhome Unit Owner who is not responsible for the damage; and (3) the balance of the exterior. In the event that the proceeds available from such insurance are insufficient to pay these costs, then such repairs to the roof and exterior shall be made by the Owner of the Townhome Unit responsible for the damage. If responsibility cannot be determined then the deficiency required to repair the roof shall be shared equally by the Owners of the Adjoining Townhome Units, with the Owner of each Townhome Unit paying the cost of repair of their own Townhome Unit's exterior. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Townhome Unit Owner shall be settled by decision of the Board in accordance with the provisions of this Declaration. Should any Owner of a Townhome Unit fail or refuse to undertake the Owner's responsibility with respect to the performance of repairs required pursuant to this Section 13.3, the Owner of the Adjoining Townhome Unit may undertake such

work or pay the cost thereof. Likewise, should any Townhome Unit Owner fail or refuse to pay that Owner's share of the costs of repair, restoration or reconstruction required to be paid by such Townhome Unit Owner pursuant to this Section 13.3, the Owner of the Adjoining Townhome Unit may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owning by the Townhome Unit Owner failing or refusing to pay such costs.

Section 13.3.3. Party Walls.

(a) General Rules of Law to Apply. Each wall built on the dividing line between Adjoining Townhome Lots, and any wall replacing the same (which shall be constructed on the dividing line between the Adjoining Townhome Lots), shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of Ohio law regarding party walls and liability for damage due to negligent or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall be borne equally by the owners of the Adjoining Townhome Units which share such party wall. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failures to act of the Owner or residents of one Townhome Unit, or the invitees of such Owner or residents, the Owner of that Townhome Unit shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Adjoining Townhome Unit Owner shall be settled by decision of the Board in accordance with the provisions of this Declaration.

(c) Construction and Repair. In all construction and repair work, due precaution and care shall be taken not to damage the property of the Adjoining Townhome Unit Owner.

(d) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, unless the Owners of the Adjoining Townhome Units decide not to repair the structure, the party wall shall be repaired or replaced and the Owners of the Adjoining Townhome Units which share such party shall contribute equally to the cost of restoration thereof, without prejudice, however, (i) to the right of one of the Adjoining Townhome Unit Owners to call for a larger contribution from the other Owner under the terms hereof or any rule of law regarding liability for negligent or willful acts or omissions, or (ii) to the right of the party or parties restoring the same to reimbursement from insurance.

(e) Right to Contribution Runs With Land. The right of a Townhome Unit Owner to contribution from another Townhome Unit Owner under this Section shall be appurtenant to the land and shall pass to such Townhome Unit Owner's successors in title. The obligations, under this Section, of the Owners of Adjoining Townhome Units shall be jointly and severally the personal obligations of such Owners, and shall be a continuing obligation of the Owners' successors in title to the Adjoining Townhome Units.

13.3.4. Dispute Resolution. In the event of any dispute between Owners of Adjoining Townhome Units as to the application or interpretation of the provisions of this Section 13.3, or as to any matters specifically referenced in this Section as being subject to dispute resolution by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing within 60 days thereafter, and give written notice to each party no less than 10 days in advance of the hearing. The Board shall hear such evidence on the dispute as the Board deems proper and render a written decision on the matter within 30 days of the hearing. No action at law may be instituted by either party to such dispute unless the dispute resolution procedure specified in this Section 13.3.4 has first been employed.

Section 13.4. Right of Association to Repair Site. If any Owner fails to maintain such Owner's Site in the manner required in this Declaration, and if the Board determines that any maintenance of that Site is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Site at any reasonable time to complete the necessary maintenance in accordance with the terms of this Declaration and the Board may levy an Assessment for all reasonable expenses incurred.

## ARTICLE XIV

## GENERAL PROVISIONS

Section 14.1. Term. The covenants and restrictions of this Declaration shall run with the land and bind the Windsor Area for a term of 50 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of 10 years each, unless otherwise terminated or modified as hereinafter provided.

Section 14.2. Amendment. Subject to the provisions of Article XV of this Declaration, until the Turnover Date, Declarant may, with the prior written approval of The New Albany Company, but without the approval of any other Owners, amend this Declaration at any time and from time to time. After the Turnover Date, Declarant may, with the written approval of The New Albany Company, amend this Declaration if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Privately Owned Sites, (c) required to conform to the requirements of FMNA or FHLMC, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned Site unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant, after the Turnover Date, may be made only with the consent of Declarant, The New Albany Company and the affirmative vote or written consent, or any combination thereof, of at least 67% of the Members, provided, however, that the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Notwithstanding any provision of this Declaration to the contrary, no amendment may remove, revoke, or modify any right or privilege

of Declarant, The New Albany Company and/or the Master Association, as the context requires, or the assignee of such right or privilege.

Section 14.3. Effective on Recording. Any amendment hereto, to be effective, must be recorded in the office of the Recorder of Franklin County, Ohio as hereinafter provided. A copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant as required herein) accompanied by a certificate of a licensed abstract or title company as to ownership, or a copy of the amendment or modification together with a duly authenticated certificate of the Secretary of the Board stating that the required number of consents of Owners and a certificate of licensed title or abstract company were obtained and are on file in the office of the Windsor Association, shall be recorded in the office of the Recorder of Franklin County, Ohio. Any amendment shall be effective immediately upon such recordation.

Section 14.4. Revocation. This Declaration shall not be revoked without the consent of all of the Owners in a written instrument duly recorded.

Section 14.5. Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Master Community Documents and Windsor Documents.

Section 14.6. Violations Deemed a Nuisance. Every violation hereof or of any other of the Windsor Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof. In addition, all public and private remedies allowed at law or equity against anyone in violation of this Declaration or any provision herein shall be available.

Section 14.7. Compliance. Each Member, Owner, or other occupant of any part of the Windsor Area shall comply with the provisions of the Windsor Documents as the same may be amended from time to time.

Section 14.8. Failure to Comply. Failure to comply herewith shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Code of Regulations shall be given to the non-complying Owner prior to commencing any legal proceedings.

Section 14.9. Enforcement. The Windsor Association, the Master Association or any Owner shall have the right to enforce against any Owner, and the Master Association or any Owner shall have the right to enforce against the Windsor Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Windsor Association, by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.10. Remedies. In addition to the remedies set forth above in this Article XIV, any violation of the Windsor Documents shall give to the Board, the Manager, the Master Association or the Declarant, on behalf of the Owners, the right to enter upon the offending Site or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the

offending Owner any Building, thing or condition that may exist thereon contrary to the intent and meaning of the Windsor Documents. If the offense occurs on any easement, walkway, Common Property or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition. The Board, the Manager, the Master Association and their respective trustees, officers, agents and employees shall have no liability to any Owner or its occupants, guests, Related Users, or tenants for an action taken pursuant to this Declaration.

Section 14.11. Non-Exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 14.12. No Liability. No member of the Board, the Declarant, the Architectural Review Committee, the Manager, the Master Association nor any Owner shall be liable to any other Owner for the failure to enforce any of the Windsor Documents at any time.

Section 14.13. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of or to restrain the violation of the Windsor Documents, the prevailing party shall be entitled to recover all costs incurred by it in such, including reasonable attorneys' fees as may be incurred, or if suit is brought, as may be determined by the court.

Section 14.14. Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Windsor Association or the Architectural Review Committee relating to the interpretation, performance or non-performance, violation, or enforcement of the Windsor Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the Code of Regulations.

Section 14.15. Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or enforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 14.16. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 14.17. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 14.18. Registration of Mailing Address. Each Owner and Member shall register Each Owner's and Member's mailing address with the Secretary of the Windsor Association from time to time. If any Owner or Member fails to register the Owner's and Member's mailing address, such address shall be deemed to be the address of the Owner's Privately Owned Site.

Section 14.19. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the address of such Owner

or Member on file in the records of the Windsor Association at the time of such mailing. Notice to the Board, the Windsor Association or to the Architectural Review Committee shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the Windsor Association, the Board, the Committee or the Manager, at such address as shall be established by the Windsor Association from time to time by notice to the Owners and Members.

Section 14.20. Waiver. No failure on the part of the Windsor Association, the Board or the Committee to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein specifically provided, should the Board or Committee fail to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the president or vice president of the Board on behalf of the Windsor Association or by the chairman of the Committee if on behalf of the Committee.

Section 14.21. Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the Code of Regulations, this Declaration shall control. In case of conflict between the Articles of Incorporation and the Code of Regulations, the Articles of Incorporation shall control. Any conflict between the terms of this Declaration and the terms of any rules, regulations and guidelines promulgated from time to time by the Committee shall be resolved by Declarant in its sole and absolute discretion. In case of conflict between the Windsor Documents and the Master Community Documents, the Master Community Documents shall control.

Section 14.22. Assignment. Declarant may, with the written approval of The New Albany Company, assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Windsor Association Properties. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the office of the Recorder of Franklin County, Ohio.

Section 14.23. Use of Club Facilities. Neither membership in the Master Association, the Windsor Association nor ownership or occupancy of a Privately Owned Site shall confer any membership or ownership interest in or right of any kind to use the facilities of The New Albany Country Club. Such facilities shall not be subject to this Declaration or the Windsor Documents and are not part of the Common Property. Rights to use such facilities will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of such facilities. The owner of such facilities shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of such facilities, including, without limitation, eligibility for and limitation of use rights, categories of use and extent of use privileges and number of users, and shall also have the right to reserve use rights, to terminate use rights altogether, and, to sell, transfer or convey such facilities to any party (including a member-owned club) on any terms, and to require the payment of a membership contribution, initiation deposit, initiation fee, dues and other charges for use privileges.

Section 14.24. Independent Builders. Windsor is a master planned community being developed by the Declarant. The individual residential units constructed within the Windsor Area may be constructed by the Declarant or by an independent contractor who purchases the Privately Owned Site from the Declarant. If the unit is constructed by a person or an entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions or any principal, officer, trustee, partner, agent or subcontractor.

Section 14.25. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Windsor Association unless approved by a vote of 75% of the Members. This Section shall not apply, however, to (a) actions brought by the Windsor Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by Windsor Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant and approved by The New Albany Company or is approved by the percentage vote, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14.26. Non-Condominium/Non-Cooperative. The Windsor Association does not and is not intended to constitute a condominium association or a cooperative association. The Windsor Area is not intended to be condominium property, or cooperative property under applicable law. This Declaration is not part of the common elements of any condominium or cooperative unless subject to a declaration of condominium or cooperative encumbering any such property.

Section 14.27. Limitation of Liability and Indemnification. The Windsor Association shall indemnify every officer, trustee and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, trustee or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Windsor Association (except to the extent that such officers or trustees may also be Owners), and the Windsor Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Windsor Association shall, at its expense, maintain adequate general liability and officers' and trustees' liability insurance as required in Article V to fund this obligation, if such insurance is reasonably available.

Section 14.28. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to the Owner's Site, such Owner shall give the Board of Trustees at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Trustees may reasonably require. Until such written notice is received by the Board of Trustees, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Site hereunder, including payment of Assessments, notwithstanding the transfer of title to the Site.

Section 14.29. Security. The Windsor Association may, but shall not be obligated to, maintain or support certain activities within the Windsor Area designed to make the Windsor Area safer than it otherwise might be including, but not limited to, providing or entering into agreements with others to provide security services to the Windsor Area. The Windsor Association shall have the right to charge a fee to Owners utilizing such services. Neither the Windsor Association, Declarant, The New Albany Company nor any successor of Declarant of The New Albany Company shall in any way be considered insurers or guarantors of security within the Windsor Area, however, and neither the Windsor Association, Declarant, The New Albany Company nor any successor of Declarant or The New Albany Company shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, guests, Related Users and invitees of any Owner, as applicable, acknowledge that the Windsor Association and its Board of Trustees, Declarant, The New Albany Company or any successor of Declarant or The New Albany Company do not represent or warrant that any fire protection system, burglar alarm system or other security system installed in any Privately Owned Site may not be compromised or circumvented, or that any fire protection or burglar alarm systems or other security systems will prevent loss, injury or death by fire or otherwise. Each Owner, by acceptance of a deed to a Site, releases and indemnifies Declarant, The New Albany Company and the Windsor Association from all claims arising out of any security measures undertaken or provided by or through Declarant, The New Albany Company or the Windsor Association.

Section 14.30. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 14.31. Schedule of Exhibits. Attached hereto and incorporated herein by this reference are the following exhibits (collectively, the "Exhibits"):

| | |
|---|---|
| Exhibit A | Legal Description of Section 1 Property |
| Exhibit B | Legal Description of Expansion Windsor Properties |
| Exhibit C | Carriage Home Lots Landscaping |
| Exhibit D | Townhome Lots Landscaping |
| Exhibit E | Village Lots Landscaping |
| Exhibit F | Carriage Home Lots Fencing |
| Exhibit G | Townhome Lots Fencing |
| Exhibit H | Village Lot Fencing |

| | |
|---|---|
| Exhibit I | Special Easements – Shaded/Cross-Hatched |
| Exhibit J | Carriage Home Lots Mowing/Mulching |
| Exhibit K | Townhome Lots Mowing/Mulching |

## ARTICLE XV

## MORTGAGEE RIGHTS

Section 15.1. General. The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Privately Owned Sites in Windsor. To the extent applicable, necessary, or proper, the provisions of this Article XV apply to this Declaration, the Articles and the Code of Regulations.

Section 15.2. Notices of Action. A holder, insurer, or guarantor of a First Mortgage, who provides written request to the Windsor Association (such request to state the name and address of such holder, insurer, or guarantor and identification of the Privately Owned Site), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

15.2.1. Any condemnation loss or casualty loss which affects a material portion of the Windsor Association Properties or which affects any Privately Owned Site on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder.

15.2.2. Any default in performance of any obligation under the Windsor Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Privately Owned Site subject to a First Mortgage held, insured, or guaranteed by such Eligible Holder (or any First Mortgage) which continues for a period of 60 days;

15.2.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Windsor Association; or

15.2.4. Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 13.3 and 13.4.

Section 15.3. Other Provisions for the Benefit of Eligible Holders. To the extent permitted under Ohio law, the approval of 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be obtained before taking the following actions:

15.3.1. Restoration or repair on the Windsor Association Properties, after a partial condemnation or damage due to an insurable hazard, which will not be performed substantially in accordance with the Windsor Documents and the original plans and specifications; or

15.3.2. Any election to terminate the legal status of the Windsor Association after substantial destruction or a substantial taking in condemnation of the Windsor Association Properties.

Section 15.4. Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Ohio law, and except for amendments or terminations made after substantial destruction or a substantial taking in condemnation of the Windsor Association Properties, the following approvals shall be required:

15.4.1. The approval of 67% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Windsor Association; and

15.4.2. The approval of at least 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to add to or amend any material provisions of the Windsor Documents which establish, provide for, govern, or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

(a) Voting;

(b) Assessments, Assessment liens, subordination of such liens;

(c) Insurance or fidelity bonds;

(d) Rights to use of the Common Property;

(e) Responsibility for maintenance and repair of the Windsor Association Properties.

(f) Convertibility of Privately Owned Sites into Common Properties or Common Properties into Privately Owned Sites;

(g) Any provisions which are for the express benefit of Mortgagees;

(h) Reserves for maintenance, and replacement of the Common Property;

(i) Boundaries of any Privately Owned Site; or

(j) Leasing of Privately Owned Sites.

Section 15.5. Other Approval Requirements. Unless at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) have given their prior written approval, the Windsor Association shall not be entitled to:

15.5.1. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Property shall not be deemed a transfer within the meaning of this clause);

15.5.2. Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

15.5.3. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Privately Owned Sites, and the maintenance of the Common Property; provided, however, the issuance and amendment of architectural standards, procedures, rules, regulations, guidelines or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.

15.5.4. Fail to maintain fire and extended coverage insurance on insurable Improvements to the Common Property in an amount equal to 100% of current replacement cost; or

15.5.5. Use hazard insurance proceeds for losses to the Improvements to the Common Property for other than the repair, replacement, or reconstruction of such Improvements.

Section 15.6. First Mortgagees May Pay Windsor Association Assessments. Any First Mortgagee may, jointly or singly, pay Assessments, taxes or other charges which are in default and which may or have become a charge against any of the Windsor Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Windsor Association Properties, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Windsor Association.

Section 15.7. Approval Deemed Given. If approval of an Eligible Holder or First Mortgagee is requested in writing pursuant to this Article XV and a negative response is not received by the Windsor Association within 30 days after such Eligible Holder's or First Mortgagee's receipt thereof, then such Eligible Holder or First Mortgagee shall be deemed to have given its approval.

*[remainder of page left blank intentionally]*

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first above written.

M/I HOMES OF CENTRAL OHIO, LLC
an Ohio limited liability company

By: _____
J. Thomas Mason, Senior Vice-President and General Counsel

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

This agreement was acknowledged and signed before me this 25th day of January, 2005, by J. Thomas Mason, Senior Vice-President and General Counsel of M/I HOMES OF CENTRAL OHIO, LLC an Ohio limited liability company, on behalf of the company.

_____
Notary Public

NOTARY PUBLIC STATE OF OHIO

KIMBERLY L. McCOY
Notary Public, State of Ohio
My Commission Expires
01/06/09

THIS INSTRUMENT WAS PREPARED BY:

Sheila Nolan Cartland, Esq.
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street,
Columbus, Ohio 43215-1008

**EXHIBIT A**

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lot Nos. One (1) to One Hundred Forty One (141), both inclusive, and Reserves A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P, in WINDSOR SECTION 1, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 104, pages 73-76, and as modified by the Affidavit on Facts Relating to Title, of record in Instrument No. 200501030000398, Recorder's Office, Franklin County, Ohio.

**EXHIBIT B**

**73.351 ACRES**

Situated in the State of Ohio, County of Franklin, Village of New Albany, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of those tract as conveyed to The New Albany Company by deeds of record in Official Record 13328D05, Official Record 12773B02, Official Record 20580F12, and Instrument Number 199705130011124 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference at the centerline intersection of Johnstown Road (Main Street) (U.S. Route 62) and relocated State Route 161 Station (FRA-161-16.75, LIC-161-0.00);

thence South 57° 41' 25" West, with the centerline of said Johnstown Road, a distance of 482.71 feet to a point;

thence North 32° 18' 36" West, across said road, a distance of 122.00 feet to an iron pin found marking the intersection of the southerly right-of-way line of relocated State Route 161 with the northerly right-of-way line of said Johnstown Road, being the northerly line of Parcel 15WL-1 as conveyed to the State of Ohio by deed of record in Official Record 25998D04, and being the True Point of Beginning;

thence with the northerly right-of-way line of said Johnstown Road, being the northerly line of said Parcel 15WL-1 and the northerly lines of Parcels 15WD-7, 60WD, 120WD and 15WD-6, as conveyed to the State of Ohio by deeds of record in Official Record 25998D02 Deed Book 3493, Page 16, Official Record 25251D08 and Official Record 25998C18, the following courses:

South 57° 21' 13" West, a distance of 510.12 feet to an iron pin set;

South 49° 18' 15" West, a distance of 218.99 feet to an iron pin set;

South 46° 36' 41" West, a distance of 442.79 feet to an iron pin set;

South 34° 07' 37" West, a distance of 51.89 feet to an iron pin set; and

South 47° 28' 57" West, a distance of 134.88 feet to an iron pin set at the northeasterly corner of that 0.451 acre tract as conveyed to The Ohio State Bank by deed of record in Deed Book 3198, Page 308;

thence North 87° 33' 40" West, with the northerly line of said 0.451 acre tract and the northerly lines of those tracts as conveyed to Stephen A. Young by deed of record in Deed Book 3439, Page 275, William A. and Priscilla D. Lutz by deed of record in Deed Book 3190 Page 615, Denver E. Wise and Lois L. Arledge by deed of record in Official Record 32707F07, William D. and Eva L. Borghese by deed of record in Instrument Number 200105300118919, Merrilyn J. Travis by deed of record in Instrument Number 200201310029357, Carol A. and Joseph L. Cleary, Co-Trustees by deed of record in Instrument Number 199811130292555, Ronald T. and Lisa A. Limbaugh by deed of record in Official Record 22934G10, and Fredrick P. and Virginia T. Sorrentino by deed of record in Deed Book 3706, Page 135, (passing a ¾ inch iron pin found at 180.88 feet, 372.99 feet and 949.24 feet) a distance of 1045.61 feet to a ½ inch rebar found in the easterly line of that tract as conveyed to James W. Browning by deed of record in Deed Book 3445, Page 350;

Page 1 of 3

thence North 03° 40' 28" East, with the easterly line of said Browning tract, a distance of 48.62 feet to a ¾ inch iron pin found at the northeasterly corner of said Browning tract;

thence North 87° 10' 13" West, with the northerly line of said Browning tract, a distance of 251.85 feet to an iron pin set at a southwesterly corner of that 0.249 acre tract as conveyed to James W. and Norma A. Willis by deed of record in Official Record 917OD07;

thence with the perimeter of said 0.249 acre tract, the following courses:

North 57° 49' 49" East, a distance of 161.02 feet to a 5/8 inch rebar found;

North 01° 24' 38" West, a distance of 20.00 feet to a ¾ inch iron pin found; and

North 84° 03' 39" West, (passing ¾ inch iron pin found at 126.72 feet) a distance of 158.86 feet to a P.K. found nail found in the centerline of Albany-Condit Road (State Route 605), being the northwesterly corner of said 0.249 acre tract;

thence North 15° 19' 38" West, with said centerline, a distance of 417.73 feet to a railroad spike found at the southwesterly corner of that 5.000 acre tract as conveyed to the New Albany Baptist Church by deed of record in Deed Book 2802, Page 105;

thence South 87° 47' 24" East, with the southerly line of said 5.000 acre tract (passing a ¾ inch iron pin found at 31.49 feet) a distance of 389.70 feet to a ¾ inch iron pin found at the southeasterly corner thereof;

thence North 04° 12' 05" East, with the easterly line of 5.000 acre tract, a distance of 152.67 feet to a ¾ inch iron pin found at the northeasterly corner thereof;

thence North 86° 13' 27" West, with the northerly line of said 5.000 acre tract, a distance of 330.75 feet to an iron pin set at the southeasterly corner of that tract as conveyed to Roger W. Hatch by deed of record in Instrument Number 200005110099026, being a northwesterly corner of said 5.000 acre tract;

thence North 01° 38' 52" East, with the easterly line of said Hatch acre tract, and the easterly line of those tracts as conveyed to Edith M. Heer by deed of record in Instrument Number 200302100040338, Ronald E. and Hope F. Adams by deed of record in Official Record 535813, and Mark and Regina Davenport by deed of record in Instrument Number 199808090194864 (passing an iron pin found at 99.93 feet, 199.94 feet, and 316.81 feet) a distance of 483.62 feet to a ¾ inch iron pin found at the southeasterly corner of that tract as conveyed to Robert L. Bruning by deed of record in Instrument Number 199809220240371;

thence North 00° 58' 05" West, with the easterly line of said Bruning tract, and the easterly line of that 1.40 acre tract as conveyed to Richard Ray and Sandra Kay Hockwald by deed of record in Deed Book 3202, Page 535 (passing an iron pin found at 109.56 feet) a distance of 316.30 feet to a railroad spike found in the top of a wooden post in the southerly right-of-way line of Relocated State Route 161, being the southerly line of Parcel 18-WL as conveyed to the State of Ohio, by deed of record in Official Record 75958D10, being the northeasterly corner of said 1.40 acre tract;

thence with said southerly right-of-way line, being the southerly line of said Parcel 18-WL, and Parcel 60-WL as conveyed to the State of Ohio, by deed of record in Deed Book 3493, Page 36 and said Parcel 18WL-1, the following courses:

South 86° 16' 11" East (passing an iron pin found at 461.84 feet, 0.5 feet north) a distance of 891.97 feet to a 5/8 inch rebar found;

South 78° 44' 11" East, a distance of 326.53 feet to a 5/8 inch rebar found;

South 73° 11' 25" East, a distance of 309.62 feet to an iron pin set;

South 65° 18' 58" East, a distance of 263.48 feet to a 5/8 inch rebar found;

South 53° 46' 08" East, a distance of 186.36 feet to a 5/8 inch rebar found;

South 42° 11' 18" East, (passing a 5/8 inch rebar found at 209.08 feet and 269.04 feet) a distance of 593.95 feet to a 5/8 inch rebar found; and

South 56° 54' 39" East, a distance of 154.62 feet to the True Point of Beginning, and containing 73.351 acres of land, more or less, of which 0.288 acres lies within the right-of-way of State Route 605, leaving a net acreage of 73.063 acres.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic pug placed in the top bearing the initials EMHT INC

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of monuments FRANK 80 and FRANK 180, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

STATE OF OHIO
CLARK E. WHITE
7868
REGISTERED PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Clark E. White
Registered Surveyor No. 7868

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E.P.S.
BY: _____
DATE: 6/27/2003

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E.P.S.
BY: CER
DATE: 8/11/03

N-51
O-76-A
ALL OF
(222)
7, 249,
847, 250, 846, 870, 567, & PT 17.101 AC OUT OF (222) 180

**EXHIBIT C**

Carriage Home Lot Landscaping

[Exhibit to be added by amendment to this Declaration.]

**EXHIBIT D**

Townhome Lot Landscaping

[Exhibit to be added by amendment to this Declaration.]

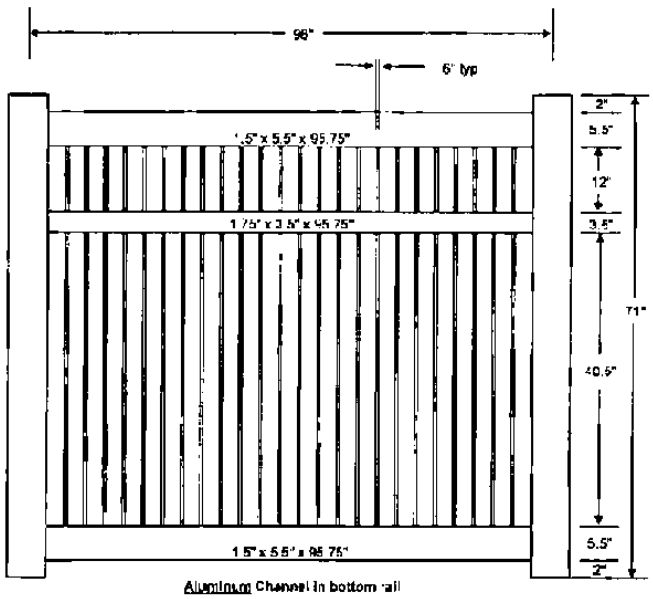
**EXHIBIT E**

Village Lot Landscaping

[Exhibit to be added by amendment to this Declaration.]

EXHIBIT F

# SPHUN68 - Semi Privacy w/ 3" Pickets 6x8 - Hunington




Aluminum Channel in bottom rail

## Updated 5/14/04

1

| Material per 8' section | | |
|---|---|---|
| Qty | Item | Dimension |
| 1 | Rail | 1.75" x 3.0" x 95.75" * |
| 2 | Rails | 1.5" x 5.5" x 95.75" * |
| 25 | Pickets | .875" x 3" x 59" * |
| 1 | Metal Channel | Fits 1.5" x 5.5" x 95.75" * |

* Actual measurements may vary slightly

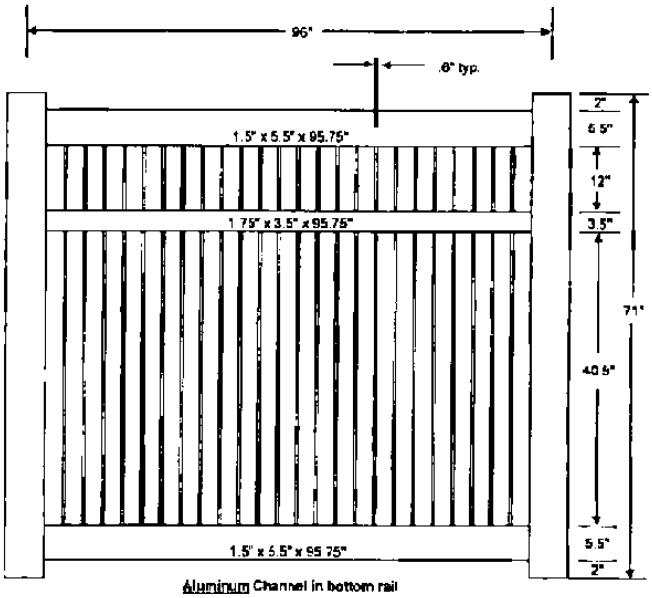
**Installation Instructions**

[illegible] per post instructions
[illegible] through middle rail into the bottom rail (bottom rail has metal)
[illegible] into the top rail
[illegible] assembled panel into the posts

**SPHUN68**

EXHIBIT G
Page 1 of 2

# SPHUN68 - Semi Privacy w/ 3" Pickets 6x8 - Hunington




Aluminum Channel in bottom rail

## Updated 5/14/04

1

| Material per 8' section | | |
|---|---|---|
| Qty | Item | Dimension |
| 1 | Rail | 1.75" x 3.5" x 93.75" * |
| 2 | Rails | 1.5" x 5.5" x 95.75" * |
| 25 | Pickets | .675" x 3" x 59" * |
| 1 | Metal Channel | Fits 1.5" x 5.5" x 95.75" * |

* Actual measurements may vary slightly

Installation Instructions
Install posts per post instructions
Insert pickets through middle rail into the bottom rail (bottom rail has metal)
Insert pickets into the top rail
Carefully install assembled panel into the posts

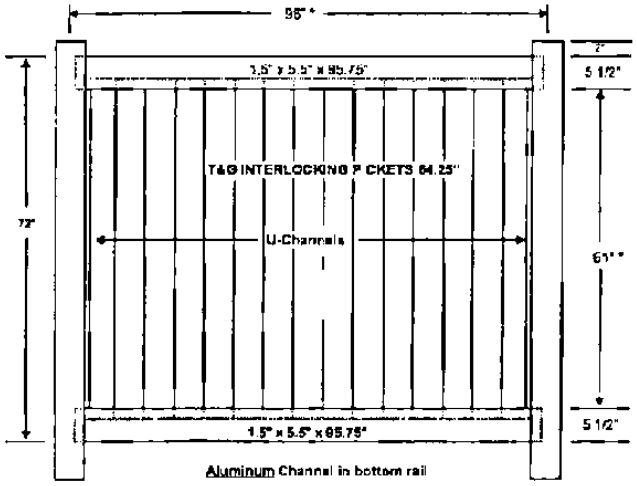
**SPHUN68**

*FOR CORNER WALL AREA

# P68 Solid Privacy T&G Picket - Savannah

## 6' High x 8' Wide Section*

Note: If re-ordering additional product, please compare your existing specs with our current specs for any changes or updates.
Apply a small amount of adhesive to backside of U-Channels (against post) to hold in place if needed.
Use a small teardrop of glue in the inside corners of cap




Post in ground 33-33"

## Updated 9/10/04

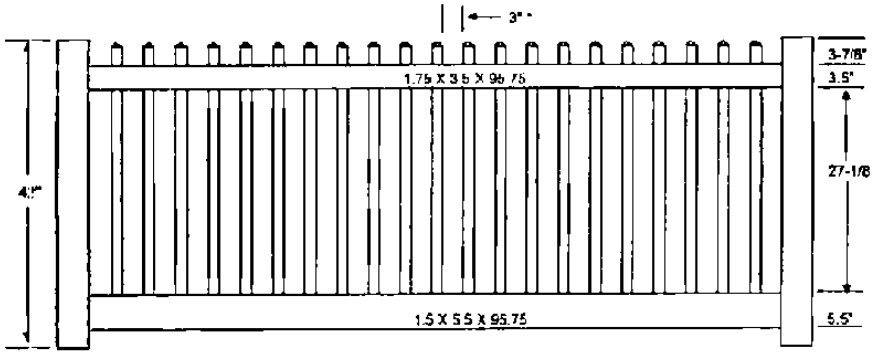
| Material per P68' section | | |
|---|---|---|
| QTY | Item | Dimensions |
| 1 | Top Rail | 1.5" x 5.5" x 95.75" |
| 1 | Bottom Rail | 1.5" x 5.5" x 95.75" |
| 1 | Alum Channel | Fits 1.5" x 5.5" x 95.75" |
| 15 | Pickets | .875" x 6" x 64.25" T&G * |
| 2 | U-Channels | 1" x 1" x 6'-1" * |

* Actual measurements may vary slightly.
* Total panel drop over 8' is 1/4" max.

**P68 UG**

**EXHIBIT H**

VILLAGE LOT FENCE




ALSIDE TEST PANEL

1

| 42" x 96" Panel | | |
|---|---|---|
| QTY | Item : | Dimension |
| 1 | Top Rail | 1.75 x 3.5 x 95.75 " |
| 1 | Bottom Rail | 1.5 x 5.5 x 95.75 " |
| 1 | Alum Chann | Fits 1.5 x 5.5 x 95.75 " |
| 21 | Pickets | 1.25 x 1.25 x 36.25 " |
| 21 | Picket Caps | Pointed Cap |

**EXHIBIT I**

Special Easement Areas

[Intentionally omitted.]

**EXHIBIT J**

Carriage Home Lots Mowing/Mulching

[Exhibit to be added by amendment to this Declaration.]

**EXHIBIT K**

Townhome Lots Mowing/Mulching

[Exhibit to be added by amendment to this Declaration.]

TRANSOHIO RESIDENTIAL TITLE DEPT.
3 EASTON OVAL #235 COLS OH 43219

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR SUBDIVISION**

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR SUBDIVISION (the "First Supplemental Declaration") is made as of the 17th day of March, 2005, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("Developer") with a mailing address of 3 Easton Oval, Columbus, Ohio 43219.

WHEREAS, on February 10, 2005, Developer filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Windsor Subdivision recorded as Instrument No. 200502100025418, of record in the office of the Recorder, Franklin County, Ohio, (collectively the "*Declaration*");

WHEREAS, pursuant to the terms of Article XIV, Section 14.2 of the Declaration, Developer reserved the right to amend the Declaration at any time and from time to time;

NOW THEREFORE, pursuant to the powers reserved in Article XIV, Section 14.2 of the Declaration, Developer hereby declares that:

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

2. Amendment to Declaration. The Declaration is hereby amended by deleting Exhibits C, D, E, J and K attached to the original document and replacing them with Exhibits C, D, E, J and K attached hereto.

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

IN WITNESS WHEREOF, the Developer has executed this First Supplemental Declaration as of the date first above written.

200504010059957
Fee: $80.00 T20050024772
04/01/2005 2:04PM BATRANSOHIO R
Robert G. Montgomery
Franklin County Recorder

**M/I HOMES OF CENTRAL OHIO, LLC,**
an Ohio limited liability company

By: _____

Print Name: J. Thomas Mason

Its: Senior Vice President and General Counsel

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY.
APR 01 2005
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 11th day of March, 2005, by J. Thomas Mason, the Senior Vice President / General Counsel of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires
Dec. 15, 2005

Mary K. Chidester
Notary Public

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: Brent Bradbury

Print Name: Brent Bradbury

Its: Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN, ss

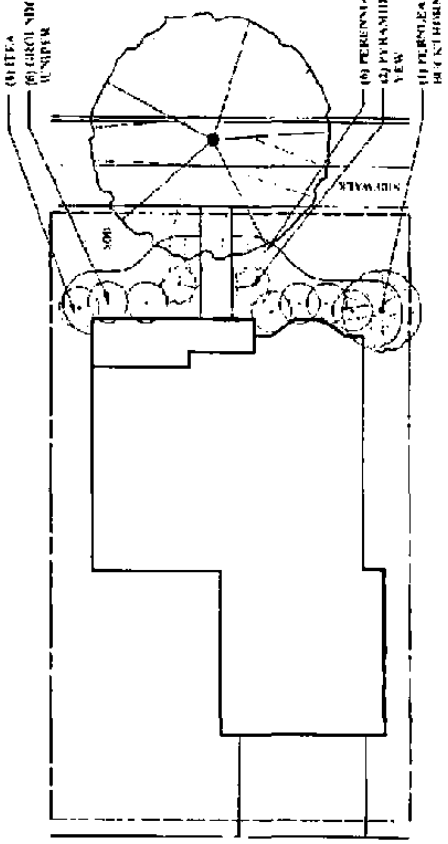
The foregoing instrument was acknowledged before me this 8th day of March, 2005, by Brent Bradbury, the Chief Financial Officer of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

Lisa J. Daugherty
Notary Public

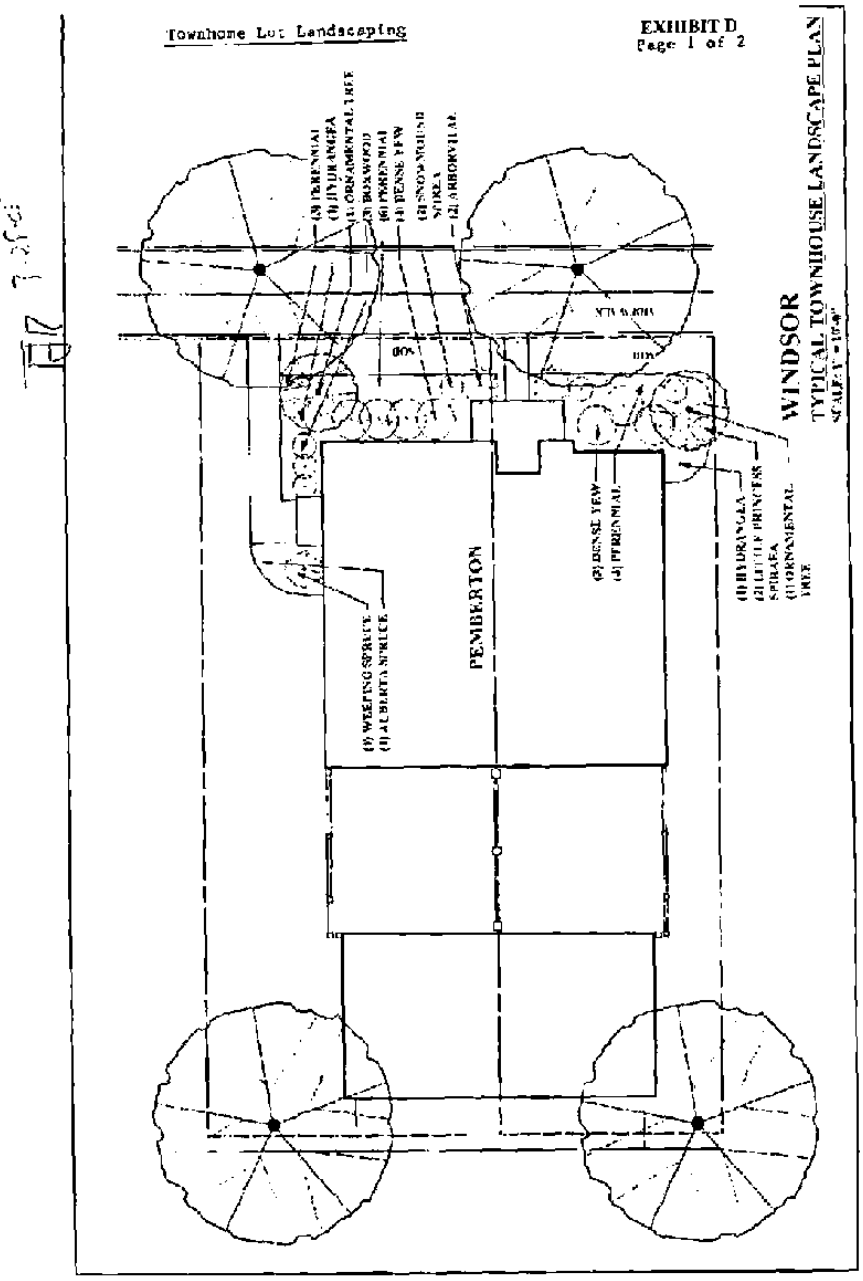
This instrument prepared by:
J. Thomas Mason, Esq.
M/I Homes, Inc.
3 Easton Oval, Suite 500
Columbus, Ohio 43219

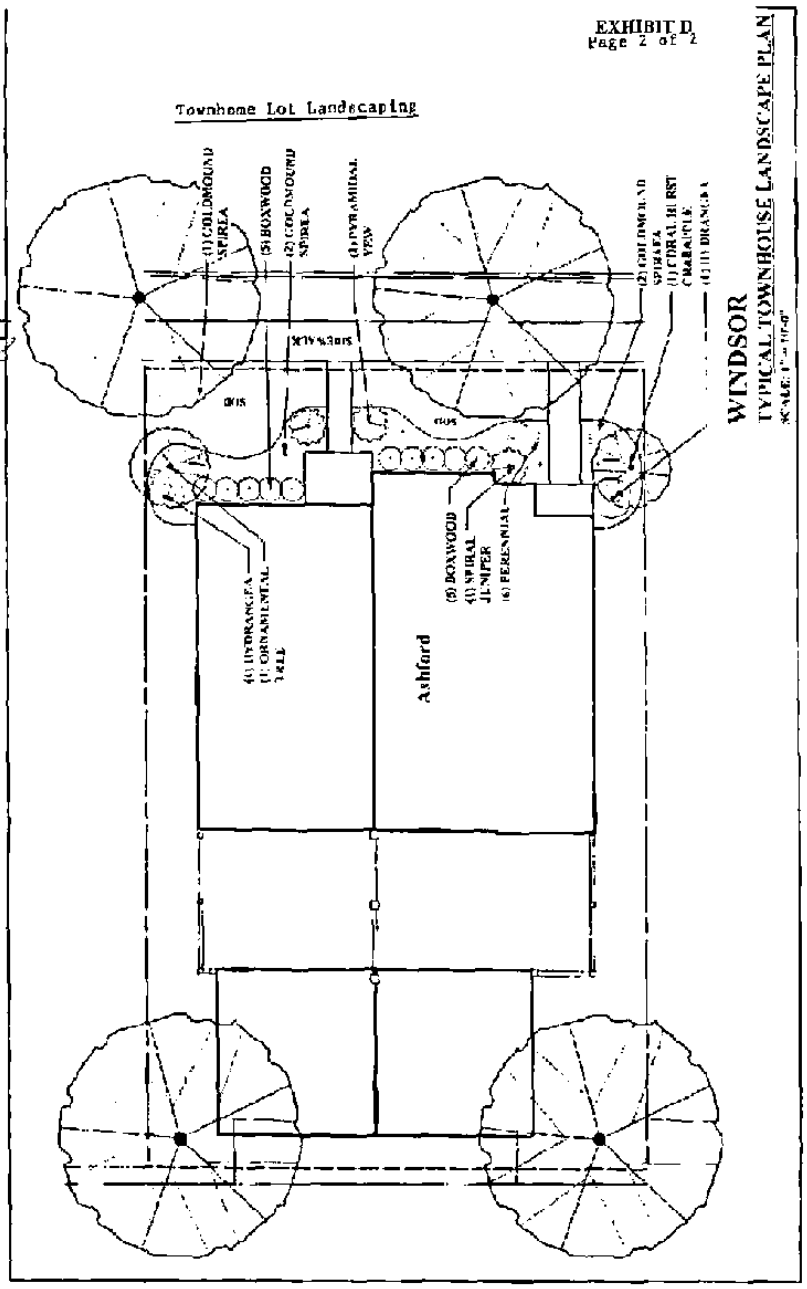
EXHIBIT C

Carriage Home Lot Landscaping



WINDSOR
TYPICAL SINGLE FAMILY LANDSCAPE PLAN


Townhome Lot Landscaping
EXHIBIT D
Page 1 of 2
WINDSOR
TYPICAL TOWNHOUSE LANDSCAPE PLAN
PEMBERTON


EXHIBIT D
Page 2 of 2
Townhome Lot Landscaping
WINDSOR
TYPICAL TOWNHOUSE LANDSCAPE PLAN
Ashford

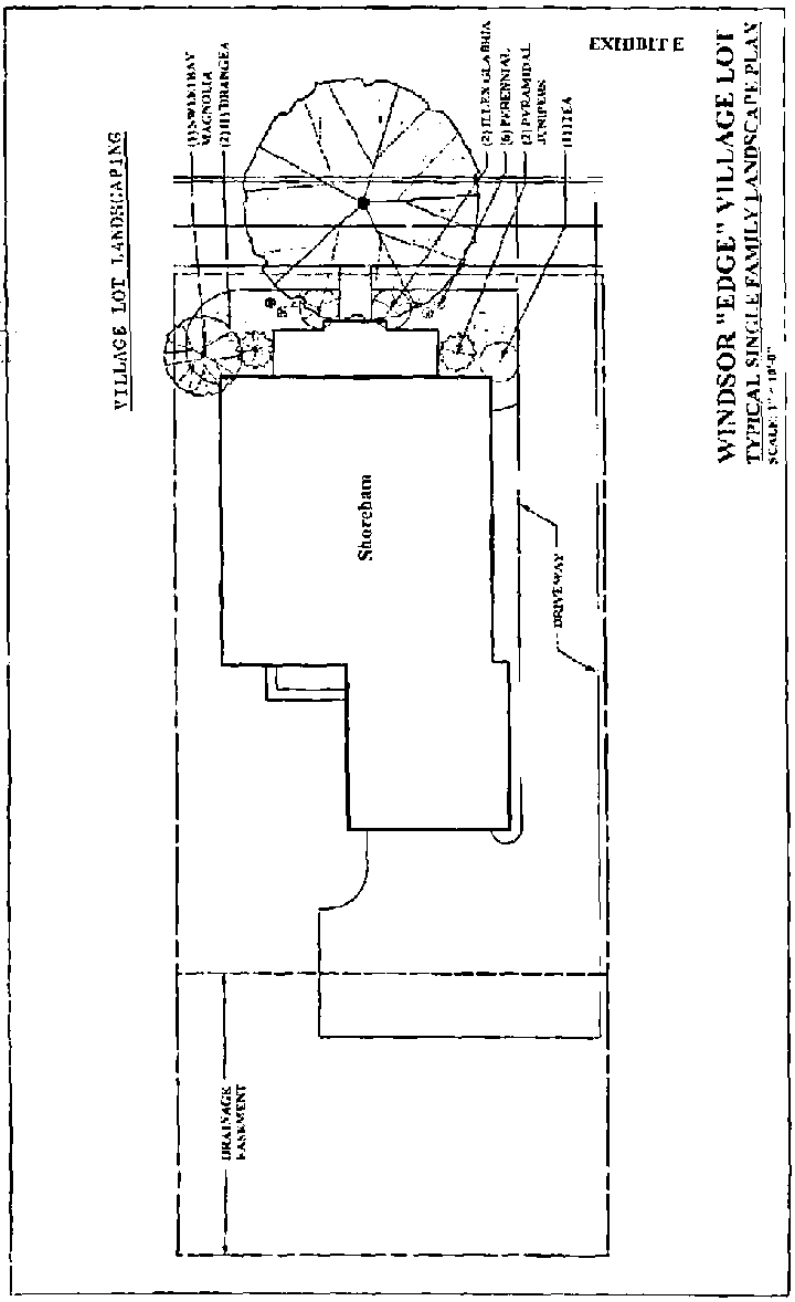

EXHIBIT E
WINDSOR "EDGE" VILLAGE LOT
TYPICAL SINGLE FAMILY LANDSCAPE PLAN
VILLAGE LOT LANDSCAPING
Shoreham
DRIVEWAY
DRAINAGE EASEMENT

**EXHIBIT J**

Carriage Home Lots Mowing/Mulching

4710 Chantler Court
Westerville, OH 43082
E-Mail: hoysurvey@aol.com
Phone (614) 895-1922
Survey Fax (614) 895-1943
Construction Fax (614) 895-0569

HOY SURVEYING SERVICES, INC

| REVISION DATE & REQUEST |
|---|
| 1 |
| 2 |
| 3 |
| 4 |
| 5 |

FOR SHOWCASE HOMES HOUSE STYLE CUSTOM

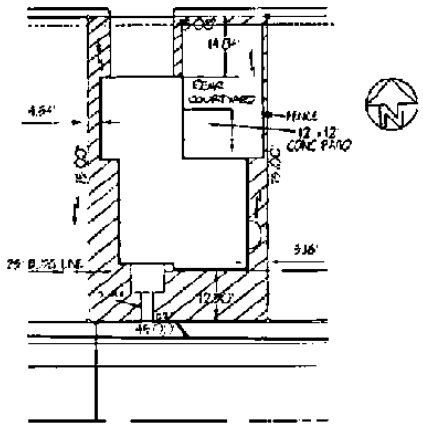
LOT/SUBDIVISION WINDSOR EC I CITY OF NEW ALBANY

SCALE 1" = 20' PB. 44 PG. DATE 09.09.02 ORDER NO. DRN. JKL CK.

FLOOD ZONE X COMM. PANEL 390244 PAGE 0006 DATE 08.02.96

MINIMUMS F. 6' S. 5 / 9'

PEMBERTON LANE 16'




GRISWOLD DRIVE 50'

PLOT PLAN

We hereby certify that the foregoing PLOT PLAN was prepared from information provided by the Client and data obtained from Engineered Subdivision Plan. This Plot Plan is to be used by the Client for the sole purpose of obtaining a building permit. The use of this Plot Plan for any other purpose is strictly prohibited.

SQUARE FOOTAGE DATA

| | | | |
|---|---|---|---|
| LOT | 5979.0 | APRON | N/A |
| HOUSE | 1278.0 | WALK | 228.0 |
| DRIVE | 290.0 | SQ. CO. | 2018.0 |

STATE OF OHIO STEVEN J. HOY 7813 REGISTERED SURVEYOR

By

**EXHIBIT K**

Townhome Lots Mowing/Mulching

5790 Chandler Court
Westerville, OH 43082
E-Mail: hoysurveying@aol.com
Phone: (614) 895-1122
Secretary Fax (614) 794-1549
Construction Fax (614) 808-9549

HOY SURVEYING SERVICES, INC.

| REVISION DATE & REQUEST |
|---|
| 1 |
| 2 |
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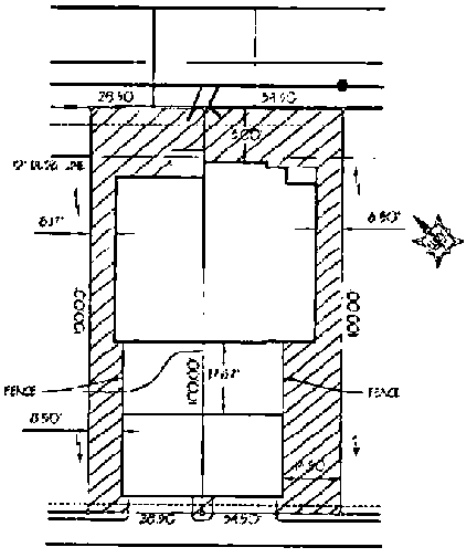
FOR SHOWCASE HOMES HOUSE STYLE CLASSIC

LOT/SUBDIVISION WYNDHAM LAKES CITY OF NEW ALBANY

SCALE 1" = 20 PG 104 PB 128 DATE 04/24/06 ORDER NO ORR 19 DK

FLOOD ZONE X COMM. PANEL 390780 0036 E PAGE 0036E DATE 08/02/06

MONUMENTS F 4 S 4




PLOT PLAN

We hereby certify that the foregoing PLOT PLAN was prepared from information provided to us from drawings obtained from Prospective Subdivision Plan. This Plot Plan is to be used by the Client in the sole purpose of obtaining a building permit. The use of this Plot Plan for any other purpose is strictly prohibited.

SQUARE FOOTAGE DATA

| | | | |
|---|---|---|---|
| LOT | 6220.0 | PORCH | N/A |
| HOUSE | 2098.0 | BASE | 2616.0 |
| DRIVE | 400.0 | TOTAL | 3714.0 |

By

STATE OF OHIO — STEVEN L. HOY — 7865 — REGISTERED SURVEYOR

200711080194471
Pgs: 4 $48.00 T20070077680
11/08/2007 9:44AM BATRANSFER P
Robert G. Montgomery
Franklin County Recorder

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR SUBDIVISION**

TransOhio Residential Title Box
3 Easton Oval Suite 250
Columbus, Ohio 43219

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR SUBDIVISION (the "Second Supplemental Declaration") is made as of the 31st day of November, 2007, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("Developer") with a mailing address of 3 Easton Oval, Columbus, Ohio 43219.

WHEREAS, on February 10, 2005, Developer filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Windsor Subdivision recorded as Instrument No. 200502100025418, as amended by the First Supplemental Declaration of Covenants, Easements, Conditions and Restrictions for Windsor Subdivision, recorded as Instrument No. 200504010059957, each of record in the office of the Recorder, Franklin County, Ohio, (collectively the "Declaration"),

WHEREAS, pursuant to the terms of Article III of the Declaration, Developer reserved the right to subject all or part of the Expansion Windsor Properties to the Declaration;

WHEREAS, Developer is the owner of all the property more particularly described in Exhibit A attached hereto and incorporated herein and that said property is a part of the Expansion Windsor Properties. Developer desires to submit such additional property to the covenants, easements, conditions and restrictions, and provisions of the Declaration; and

WHEREAS, pursuant to the terms of Article XIV, Section 14.2 of the Declaration, Developer reserved the right to amend the Declaration at any time and from time to time.

NOW THEREFORE, pursuant to the powers reserved in Article III and Article XIV, Section 14.2 of the Declaration, Developer hereby declares that:

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

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

3. Carriage Lot. Article II, is hereby modified by deleting the definition of "Carriage Lot" in its entirety and replacing it with the following:

CONVEYANCE TAX EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY, OHIO

"Carriage Lot" – shall mean any of lots 18 through 43, both inclusive, lots 64 through 66, both inclusive, and lots 81 through

TRANSFERRED
NOT NECESSARY
NOV 01 2007
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

141 both inclusive in Windsor Section 1, of record in Plat Book 104, pages 73-76; and lots 441 through 450, both inclusive in Windsor Section 3 of record in Plat Book 108, pages 45-47; and lots 600 through 658, both inclusive, and lots 665 through 698, both inclusive, in the Resubdivision of Part of Windsor Section 3 of record in Plat Book 109, pages 74-76, each of record in office of the Recorder, Franklin County, Ohio (and any Lot designated as a Carriage Lot in any amendment or supplement to this Declaration).

4. Village Lot. Article II, is hereby modified by deleting the definition of "Village Lot" in its entirety and replacing it with the following:

"Village Lot" – shall mean any of lots 1 through 17, both inclusive, in Windsor Section 1, of record in Plat Book 104, pages 73-76; lots 451 through 456, both inclusive in Windsor Section 3, of record in Plat Book 108, pages 45-47; and lots 659 through 664, both inclusive in the Resubdivision of Part of Windsor Section 3, of record in Plat Book 109, pages 74-76, each of record in office of the Recorder, Franklin County, Ohio (and any Lot designated as a Village Lot in any amendment or supplement to this Declaration).

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

IN WITNESS WHEREOF, the Developer has executed this Second Supplemental Declaration as of the date first above written.

**M/I HOMES OF CENTRAL OHIO, LLC,**
an Ohio limited liability company

By: _____
Print Name: J. Thomas Mason
Its: Senior Vice President/ General Counsel

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 8th day of November, 2007, by J. Thomas Mason, the Senior Vice President/General Counsel of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

NOTARIAL SEAL STATE OF OHIO

MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires
Dec. 15, 2011

Mary K. Chidester
Notary Public

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: _____
Print Name: Brent Bradbury
Its: Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 7th day of November, 2007, by Brent Bradbury, the Chief Financial Officer of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 7-5-2011

_____
Notary Public

This instrument prepared by: M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 500
Columbus, Ohio 43219

**EXHIBIT A**

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lot Nos. Four Hundred Forty-one (441) through Four Hundred Fifty-six (456), both inclusive, and Reserves X, Y, Z, AA, BB, CC, DD and EE in Windsor Section 3 as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 45-47, Recorder's Office, Franklin County, Ohio.

***AND***

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lot Nos. Six Hundred (600) through Six Hundred Ninety-eight (698) in the Resubdivision of Part of Windsor Section 3 as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 109, pages 74-76, Recorder's Office, Franklin County, Ohio.

200512200267145
Pgs: 6 $60.00 T20050100240
12/20/2005 11:22AM BXTRAMEOHIO R
Robert G. Montgomery
Franklin County Recorder

# DRIVEWAY EASEMENT

This Driveway Easement (the "Easement") is executed and delivered this 19th day of December, 2005 by Windsor Homeowners' Association, Inc., an Ohio nonprofit corporation ("Grantor") to New Albany Baptist Church, also known as First Baptist Church of New Albany ("Grantee").

## RECITALS

A. Grantor is the owner of Reserve "D" of Windsor Section 1 Subdivision filed of record in Plat Book 104, page 73 – 76, Recorder's Office, Franklin County, Ohio (the "Windsor Reserve").

B. Grantee is the owner of approximately 5 acres located directly north of Windsor Reserve, commonly known as 6484 New Albany Condit Road, and more particularly described on Exhibit A attached hereto (the "Church Property").

C. Grantor desires to create a driveway easement and maintenance obligations for the benefit of Grantee with the intent that such easement and obligations run with the land.

1. Grant of Easement. For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor for itself, its successors and assigns, grants to Grantee, its respective successors, assigns, employees, agents, licensees and all other persons requiring access to and from the Church Property and Chatham Green Drive, a perpetual, non-exclusive easement on, over, across, under and through the real property described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area"). This Easement is for the purpose of vehicular and pedestrian ingress and egress to and from Chatham Green Drive and the Church Property, including without limitation, the right to construct, maintain, repair, replace, remove and relocate (within the Easement) a driveway and related facilities (the "Improvements").

2. Construction and Maintenance of Improvements. Grantee may, at it's sole cost and risk, construct, or cause to be constructed the Improvements, within the Easement Area. The Improvements shall be constructed in accordance with all applicable laws, codes and ordinances. If Grantee chooses to construct the Improvements, Grantee agrees to be responsible for and shall bear the burden of maintaining the Improvements in a good and safe condition. Said maintenance shall include, but not be limited to: (i) the removal of all snow and ice; (ii) the furnishing and payment of all labor required for any maintenance, repair and replacement; (iii) asphalt and sealing and/or striping the driveway, as may be required from time to time and (iv) anything else reasonably necessary for the maintenance, common enjoyment and protection of the Easement Area. Grantee further agrees to repair any and all damage to

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
DEC 20 2005
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

TRANSACTION RESIDENTIAL TITLE
Ave., Suite 230
Ohio 43219

the Windsor Reserve outside of the Easement Area which may be damaged as a result of use of the Easement area and/or any repairs, maintenance and replacements of the Improvements.

3. Indemnity. Grantee shall indemnify Grantor against any and all losses, damages, liabilities, and claims and any and all costs and expenses (including, without limitation, reasonable legal fees) relating to and/or arising from Grantees use and/or misuse of the Easement Area as provided in this Easement.

4. No Dedication. Nothing contained in this Easement is intended nor shall it be construed as a dedication of the Easement Area to public use or to grant or create any rights in, to, or for the benefit of the general public or any governmental authority or any owner or occupant of any property adjoining or near the Windsor Reserve or Church Property.

5. Covenants Run with Land. This Easement, and the rights and obligations granted and created by this Easement shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and transferees of Grantor and Grantee.

By its use and enjoyment of the Easement Area, Grantee agrees to the terms and conditions of this Driveway Easement.

Executed this 19th day of December, 2005.

Grantor:

WINDSOR HOMEOWNERS' ASSOCIATION, INC., an Ohio Non-profit corporation

By: _____
J. Thomas Mason
Secretary

## ACKNOWLEDGMENTS

State of Ohio:
County of Franklin: ss:

The foregoing instrument was acknowledged before me this 19th day of December, 2005 by J. Thomas Mason, the Secretary of the Windsor Homeowners' Association, Inc., an Ohio nonprofit corporation, on behalf of the corporation.

Kimberly L. McCoy
Notary Public

This Instrument Prepared by: M/I Homes, Inc.
3 Easton Oval
Columbus, Ohio 43219

NOTARY PUBLIC STATE OF OHIO

KIMBERLY L. McCOY
Notary Public, State of Ohio
My Commission Expires
01/08/09

EXHIBIT "A"

Situated in the County of Franklin, State of Ohio, Township of Plain, being located in Section 4, Township 2, Range 16, and being a part of the Carl Brenning tract recorded in Deed Book 759, Page 58, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the centerline of the New Albany – Condit Road (State Route No. 605), at the original southwest corner of the above mentioned Carl Brenning tract;

thence along the centerline of the road, Northeasterly 131.3 feet, more or less, to an angle point in the road;

thence continuing along the centerline of the road in a Northwesterly direction, 741.8 feet, more or less, to the southwest corner of the M. and E. Thompson 0.5 acre tract, (deed book 1864, Page 253, Franklin County, Records), being the true place of beginning, and a northwest corner of the tract herein intended to be described;

thence along the south line of the 0.5 acre tract, South 86, deg. 37' 30" East, (passing an iron pin at 26.4 feet, and at 31.81 feet), 206.0 feet to an iron pin;

thence along the east line of the 0.5 acre tract, North 0 deg. 33' West, 99.5 feet to an iron pipe;

thence along the east line of the Charles F. Miller 0.789 acre tract, (Deed Book 1631, Page 257, Franklin County Records), North 1 deg. 50' 30" West, 137.8 feet to a steal post set in concrete at the northeast corner of the Miller tract;

thence South 86 deg. 44' East, 320.92 feet to an iron pin;

thence South 3 deg. 41' West, 553.12 feet to an iron pin;

thence North 88 deg. 14' West. (passing an iron pin at 358.31 feet) 389.82 feet to a point in the centerline of State Route No. 605;

thence along the centerline of the road, North 16 deg. 02' 30" West, 346.79 feet to the place of beginning, containing 5 acres, more or less.

Subject, however, to all legal highways.

EXHIBIT B

**0.011 ACRES**

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Section 4, Township 2 Range 16, United States Military Lands, being across Reserve "D" of Windsor Section 1 as delineated in Plat Book 104 Pages 73-76, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning for reference at northwesterly corner of said Reserve "D", said point being on a southerly line of the tract conveyed to New Albany Baptist Church by deed of record in Deed Book 2802 Page 105;

thence South 87° 47' 24" East a distance of 272.13 feet, with a line common to said Reserve "D" and said New Albany Baptist Church tract, the TRUE POINT OF BEGINNING;

thence South 87° 47' 24" East, a distance of 22.00 feet, continuing with said common line to a point;

thence South 02° 12' 36" West a distance of 21.95 feet, across said Reserve "D" to a point on the arc of a curve to the right, being on the northerly right of way line of Chatham Green Drive;

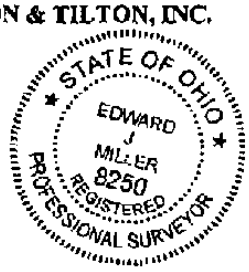
thence with said northerly right of way line, with the arc of said curve, having a central angle of 04° 40' 24", a radius of 270.00 feet, an arc length of 22.02, having a chord bearing and distance of South 78° 57' 48" West, 22.02 feet to a point;

thence North 02° 12' 36" East, a distance of 22.81 feet, across said Reserve "D" to the TRUE POINT OF BEGINNING, containing 0.011 acre of land, more or less.

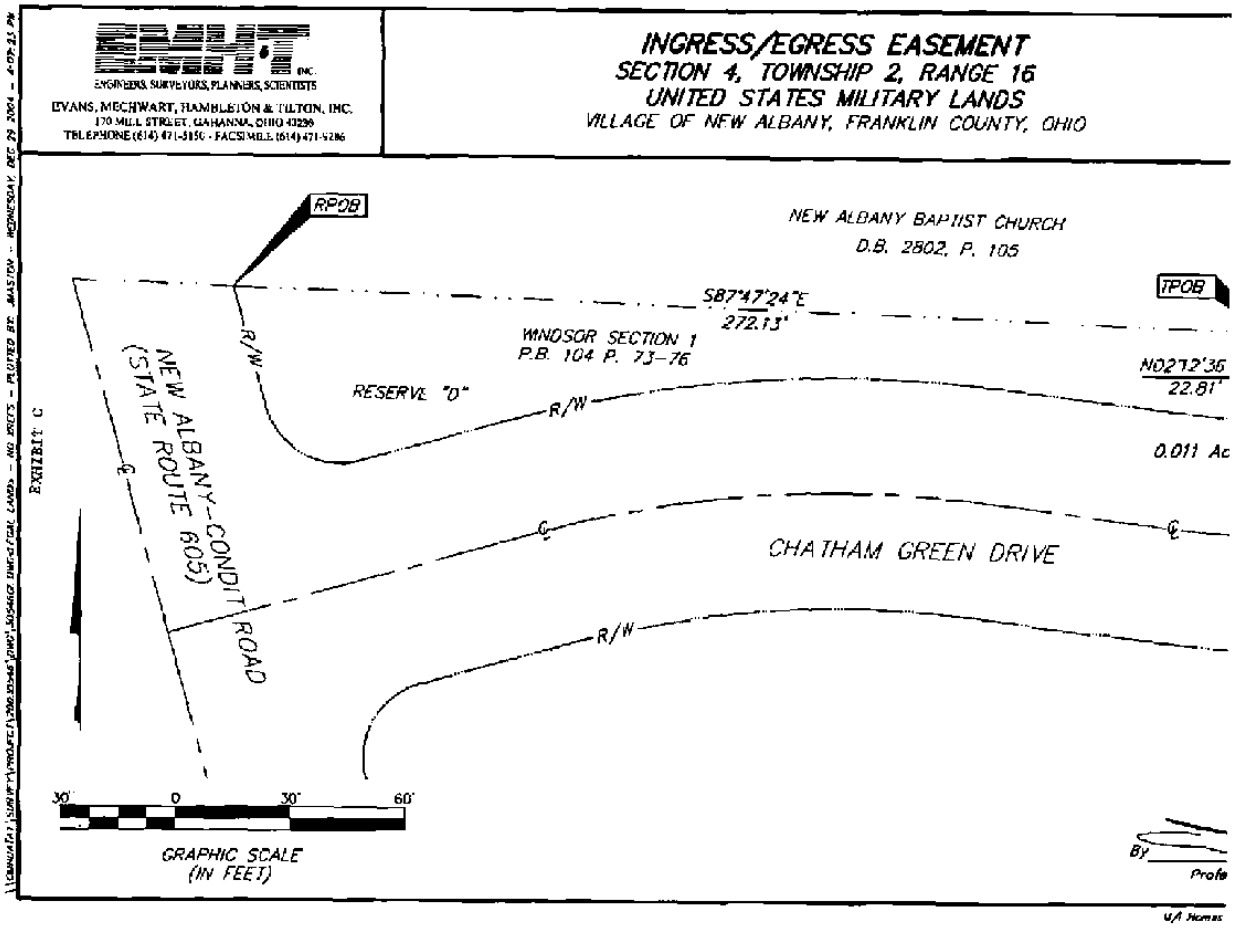
EVANS, MECHWART, HAMBLETON & TILTON, INC.

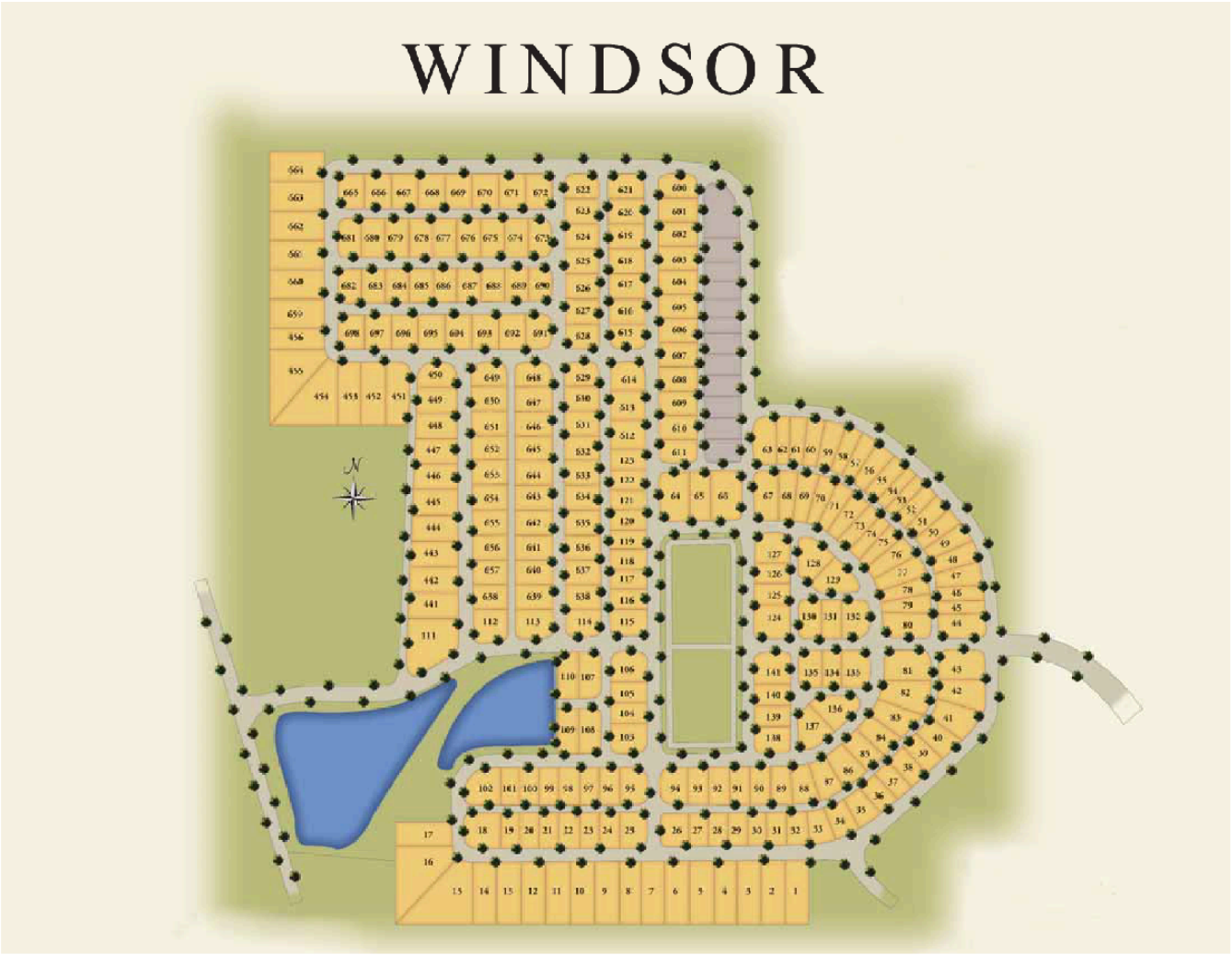
12/29/09

Edward J. Miller
Registered Surveyor No. 8250




EJM/JRM/Dec. 2004
0_011acres 40872 EJM.doc


EVANS, MECHWART, HAMBLETON & TILTON, INC.
ENGINEERS, SURVEYORS, PLANNERS, SCIENTISTS
170 MILL STREET, GAHANNA, OHIO 43230
TELEPHONE (614) 471-5150 - FACSIMILE (614) 471-5286
INGRESS/EGRESS EASEMENT
SECTION 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY LANDS
VILLAGE OF NEW ALBANY, FRANKLIN COUNTY, OHIO
EXHIBIT C
RPOB
TPOB
NEW ALBANY BAPTIST CHURCH
D.B. 2802, P. 105
S87°47'24"E
272.13'
WINDSOR SECTION 1
P.B. 104 P. 73-76
RESERVE "D"
R/W
N02°12'36"
22.81'
0.011 Ac
NEW ALBANY-CONDIT ROAD
(STATE ROUTE 605)
CHATHAM GREEN DRIVE
30'
0
30'
60'
GRAPHIC SCALE
(IN FEET)
By
Profe


WINDSOR
N

**Windsor Homeowners' Association** - Estimated Responsibilities of Association and Unit Owner.
All items marked "Association" are included with your monthly association assessments.

| Maintenance / Service Item | Responsible Party |
|---|---|
| **Landscaping** | |
| • **Mowing/trim front and side yards** | **Association** |
| • Mowing rear yards and patio areas | Unit Owner |
| • **Weeding front and side landscaping** | **Association** |
| • Weeding rear yard/patio improvements | Unit Owner |
| • **Mulching front and side landscaping** | **Association** |
| • Mulching rear improvements | Unit Owner |
| • **Pruning front landscape, including each end Units side mulch beds** | **Association** |
| • Pruning rear and side yard improvements | Unit Owner |
| • **Fertilization of front yard and side yard** | **Association** |
| • Fertilization of rear yard/patio | Unit Owner |
| • Planting, caring for and removing annual flowers | Unit Owner |
| • **Edge Walks 10 x** | **Association** |
| • **Early Spring Clean Up of mulch beds front/side and in turf areas** | **Association** |
| • **Fall Aeration** | **Association** |
| • **Fall Leaf Clean Up of mulch beds front/side and turf areas** | **Association** |
| • **Tree and plant/shrub fertilization for Units and common area and street trees.** | **Association** |

**Snow Removal will take place at 3 inches of snowfall. No chemicals on sidewalk. De-icy will take place on carriage ways (alleys) only.**

| | |
|---|---|
| • Public streets | Village of New Albany |
| • **Carriage Way (alleys)** | **Association** |
| • **Main Sidewalk** | **Association** |
| • **Driveways** | **Association** |
| • Units front sidewalks & Steps | Unit Owner |
| • Patio area | Unit Owner |

**Carriage Way Lighting** (rear of Unit only)

| | |
|---|---|
| • **Bulb & photo cell changes on rear coach lighting Carriage Way garages only** | **Association** |
| • Broken glass or fixtures | Unit Owner |
| • Electrical repairs | Unit Owner |
| • Front Yard Lamp Post (includes bulb replacement) | Unit Owner |

**Common area maintenance**

Association these services include:
Common area Mowing, Mulching, Pruning, Fertilization
Fence painting/repairs
Common area tree replacement
Common area insurance and taxes

Declarant reserves all rights to adjust services as needed to best serve the community.

10/4/2013

# WINDSOR HOMEOWNERS ASSOCIATION

## HANDBOOK OF RULES AND REGULATIONS

## REVISED 2016

# REFERENCE GUIDE

This handbook and reference guide were prepared by the Board of Directors of The Windsor Homeowners' Association to serve as a quick source of general information about the community, the rules and regulations by which we shall live, and its governing the Association. This is not a substitute for the Declaration and Bylaws, which should be read and understood by every unit owner. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling documents.

Questions about the Association and its activities should be directed to the Board through the Association's Property Manager. Real Property Management, Inc. 614-766-6500