

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

FOR

CHESHIRE WOODS SUBDIVISION AND CHESHIRE WOODS ESTATES SUBDIVISION

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TRANSOHIO -BRAIN-BOX

TransOhio Residential Title Box
3 Easton Oval Suite 230
Columbus, Ohio 43219

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 30th day of October, 2006, by CHESHIRE WOODS, LLC, an Ohio limited liability company, of 3 Easton Oval, Columbus, Ohio 43219 ("CW Developer") and ROME CORNERS DEVELOPMENT CORPORATION LLC, an Ohio limited liability company, of 3360 Tremont Road, Columbus, Ohio 43221 ("CWE Developer"); and is joined for the respective purposes set forth in Article XI, Section M below, by SKY BANK, whose address is 10 E. Main Street, PO Box 247, Salineville, Ohio 43945. When used herein, the term "Developer" shall have the meaning set forth among the definitions below.

A. CW Developer is the owner of the real property more fully described in Exhibit A-1 attached hereto and by this reference incorporated herein (the "CW Property"), and CWE Developer is the owner of the real property more fully described in Exhibit A-2 attached hereto and by this reference incorporated herein (the "CWE Property"). When used herein, the term "Property" shall have the meaning set forth among the definitions below; and

B. CW Developer desires to develop the CW Property into a residential subdivision, to be known as **Cheshire Woods Subdivision** (hereinafter the "CW Subdivision"), and to restrict the use and occupancy of the CW Property for the protection of the CW Property and the future owners of the CW Property, and CWE Developer desires to develop the CWE Property into a residential subdivision, to be known as **Cheshire Woods Estates Subdivision** (hereinafter the "CWE Subdivision"), and to restrict the use and occupancy of the CWE Property for the protection of the CWE Property and the future owners of the CWE Property. When used herein, the term "Subdivision" shall have the meaning set forth among the definitions below; and

C. CW Developer and CWE Developer desire to establish an association consisting of CW Developer, CWE Developer and/or future owners of portions of the CW Property and CWE Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of both the CW Subdivision and the CWE Subdivision; and

D. Each of CW Developer and CWE Developer declares, respectively as to the CW Property and the CWE Property, that all of such Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the ~~CW Property~~ and the CWE Property

The Grantor Has Complied With

Section 319.202 Of The R.C.

DATE 11/3/06 Transfer Tax Paid

TRANSPERRED OR TRANSFER NOT NECESSARY

Delaware County Auditor By Stines

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable

and be binding on all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of such Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the CW Developer, the CWE Developer, their respective successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the CW Developer, the CWE Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property (as defined below) and of all persons who now are or may hereafter become owners of any of such Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall apply to the entire Property as defined below. If either the CW Developer or the CWE Developer owns, and/or acquires additional parcels adjacent to the Property, intended by such Developer for future development, generally consistent with the development of the Property, such Developer may annex said additional parcels to, and declare them to be, subsequent phases of the CW Subdivision or the CWE Subdivision, respectively. Upon such annexation, the Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Either of the CW Developer or the CWE Developer may subject annexed adjacent parcels to this Declaration without modification; however, if such Developer desires to supplement and amend this Declaration as it applies to such additional phases of development, the written consent of the other Developer, as evidenced by its joining in such supplemental or amended declaration, shall be required. As to each development phase of either the CW Subdivision or the CWE Subdivision desired to be added to the existing Subdivision, the CW Developer or the CWE Developer, respectively, may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase for the purpose of including such additional annexed property, or such Developer may incorporate this Declaration by reference into a supplemental declaration which includes such additional annexed property. While additional property may be annexed to a particular Subdivision and subjected to this Declaration by either Developer, any amendment or modification of the terms of this Declaration must be joined by both the CW Developer and the CWE Developer.

B. At any time prior to the Turnover Date (as defined hereinafter), the CW Developer and the CWE Developer shall jointly create an association for the purpose of carrying out and performing certain obligations as described herein. Said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such association's operations shall be deemed mere surplusage, and shall not affect the validity or enforceability of any other provision hereof.

II. DEFINITIONS

A. "Annual Assessment" – amount to be paid to the Association by each Owner annually.

B. "Assessments" – collectively referring to Initial Assessments, Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – an Ohio non-profit corporation to be named as Cheshire Woods Homeowners' Association, Inc., or similar, and its successors and assigns.

D. "Association Documents" – this Declaration (as the same may be amended and/or supplemented from time to time) and the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association.

E. "Board" – the board of directors or other management body of the Association.

F. "Class A Member" – all Members of the Association who are not Class B or Class C Members.

G. "Class B Member" – for so long as it owns a Lot in the Subdivision, M/I Homes of Central Ohio, LLC, and Homewood Corporation. Class B Members shall not be entitled to transfer or assign their membership to a third party, and upon the transfer of a Lot by a Class B Member to any third party, the membership in the Association appurtenant to such Lot shall automatically convert to a Class A Member status. Class B Members may also be referred to as "Developer Affiliates."

H. "Class C Member" – until the Turnover Date, the CW Developer and the CWE Developer.

I. "Common Expenses" – expenses incurred in maintaining all of the Common Property, and in the context of Article IX (C), "Common Expenses" shall mean the projected expense of maintaining all Common Property at the time that the Subdivision is completely developed and all Lots are resident occupied.

J. "Common Property" – 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.

K. "Design Review Board" – the board or committee appointed by the Board to review, approve or disapprove and oversee construction of, and all subsequent modifications, additions or alterations to, Improvements.

L. "CW Developer" – Cheshire Woods, LLC, and any manager, member, officer, successor or assignee thereof to which the CW Developer specifically assigns any of its rights under this Declaration by a written instrument.

M. "CW Property" – all of the real property described in Exhibit A-1 attached hereto and such additional property as may be annexed by supplement or amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

N. "CW Subdivision" – the subdivision defined in Recital B above.

O. "CWE Developer" – Rome Corners Development Corporation, LLC, and any manager, member, officer, successor or assignee thereof to which the CWE Developer specifically assigns any of its rights under this Declaration by a written instrument.

P. "CWE Property" – all of the real property described in Exhibit A-2 attached hereto and such additional property as may be annexed by supplement or amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "CWE Subdivision" – the subdivision defined in Recital B above.

R. "Developer" – as context permits within the terms of this Declaration, Developer shall mean the CW Developer with respect to specific obligations within the CW Subdivision, the CWE Developer with respect to specific obligations within the CWE Subdivision, or collectively the CW Developer and the CWE Developer with respect to the Subdivision.

S. "Improvements" – all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to 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, driveways, uncovered parking areas and other paved areas;

fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

T. "Initial Assessments" – the one-time charge paid to the Developer by a Class A Member at the time that such Class A Member acquires title to a Lot from the Developer Affiliate.

U. "Lot" – a discrete parcel of real property identified upon the recorded Subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such replatted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

V. "Lot Assessment" – an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

W. "Manager" – the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

X. "Member" – any person or entity entitled to membership in the Association, as provided for in Article VII, including Class A Members, Class B Members and Class C Members.

Y. "Operating Fund" – the fund established pursuant to Article IX.

Z. "Owner" – the record owner, whether one or more persons or entities, of fee simple title to a Lot, including all Members and contract sellers, but excluding those having an interest merely as security for performance of an obligation.

AA. "Property" – as context permits within the terms of this Declaration, the CW Property, the CWE Property and such additional property as may be annexed by supplement or amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

BB. "Registered Sex Offender" – any person who is classified, labeled or otherwise designated under applicable sections of the Ohio Revised Code, as amended from time to time, as a "sexual predator", "habitual sex offender" or "sexually oriented offender" (or any

replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code).

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

DD. "Rules" – the rules and regulations governing (i) use of the Property and the Common Property and (ii) the conduct of Members and their respective families, guests, licensees and invitees, as may be established by the Board from time to time pursuant to Article VIII.

EE. "Special Assessment" – an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

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

GG. "Subdivision" – as context permits within the terms of this Declaration, the CW Subdivision and the CWE Subdivision, or the Property, as a whole.

HH. "Turnover Date" – the date described in Article VII, Paragraph B.

III. GOALS

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

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or

occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Board.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation of the Association, including, but not limited to, the right to (i) contract, lease, or assign interest in; (ii) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (iii) establish rules governing conduct upon, the Common Property and all improvements located thereon.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer or Developer Affiliates from construction activities consistent with its residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer or Developer Affiliates while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three (3) temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be

posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Area.

E. Animals. 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 Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. 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 Design Review Board, which may be withheld in the Board's discretion.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any building or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

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

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted unless the same have been reviewed and approved by the Design Review Board. The Design Review Board may approve storage buildings that meet the review standards established by the Board of Directors, which, in general, will require such structures to be an integral part of the architecture of the main dwelling residence or garage and will further require building materials (including shingles) and colors that match or compliment the materials and colors of the primary structure on the Lot. The Design Review Board may regulate storage buildings by limiting size, height, location, color, building material and all other aspects of such buildings and may prohibit storage buildings entirely on any specific Lot(s) as deemed appropriate by the Design Review Board in the exercise of its discretion.

I. Hotel/Transient Uses; Leases. No Lot 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, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles.

1. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules, including on Lots, unless such vehicles are located in permitted, enclosed structures shielded from view).

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed permitted 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 Lot 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 (96) cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

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.

K. Trash. Except for the reasonably necessary activities of the Developer or Developer Affiliates during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

L. Antennae. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Improvement, without the prior written approval of the Design Review Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39 inches) in diameter or less shall be permitted provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Board. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Board or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's right to receive over-the-air signals.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Trees. Developer may designate one (1) or more trees as deemed necessary by Developer along the street(s) and alley(s) adjacent to each Lot. If Developer determines to designate street tree(s) then the Owners agree 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.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the Subdivision. 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.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Developer and the Design Review Board.

R. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. 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 subpart T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences or walls should be constructed of wood, wrought iron, stone or brick. Certain styles of aluminum, plastic or vinyl fences may be approved by the Design Review Board, but and in no event shall chain link or other metal or wire fencing be permitted. Dark painted wire mesh or plastic mesh attached to the inside of an approved fence is permitted. A specific fence standard may be imposed, either by the attachment of an exhibit to this Declaration, or by Design Review Board action following the recordation hereof;

2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finished grade, but only to the extent necessary to meet the governmentally required minimum;

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and

4. Fences shall be constructed parallel to property lines where possible, and shall be located either (i) immediately at the property line (so as to allow adjacent Owners to connect thereto with fencing), or (ii) set back not less than three feet from the property line. Fences shall not be erected in such a fashion as to 'jog' around utility junction boxes unless such boxes are physically located straddling the property line.

The Developer has the right to mandate the use of one or more specific fence styles by publishing a detail containing the construction specifications therefor. Such an election may be made by the attachment hereto of such a detail as Exhibit C, or by the later filing of an amendment or supplement hereto containing the fence detail(s). If no Exhibit C is attached hereto, the Developer has not elected to require specific fencing at this time. 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.

S. Swimming Pools. No above ground swimming pools shall be permitted. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve (12) inches or more above the finished grade of the Lot 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.

T. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements,

for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

U. Registered Sex Offenders. No Improvements which are constructed on any Lot, may be occupied for any purpose or for any period of time by a Registered Sex Offender; provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to create, a duty on behalf of the Developer, the Association or any Owner to inquire about, or take any affirmative action to determine, the status of any Owner, tenant, guest, or invitee as a Registered Sex Offender. The occupancy of any Improvements by a Registered Sex Offender shall constitute a violation of this Declaration and shall entitle any Owner, the Association and their respective heirs, successors and assigns to enforce this Declaration in accordance with the provisions of Section XI, Paragraph B of this Declaration.

V. ARCHITECTURAL STANDARDS

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

A. Design Review Board. The CW Subdivision and the CWE Subdivision shall each have a separate design review board (respectively, the "CW Design Review Board" and the "CWE Design Review Board"). The CW Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, the CW Design Review Board shall be comprised of the following members: (i) a representative designated by M/I Homes of Central Ohio, LLC; (ii) a representative designated by Homewood Corporation; and (iii) an architect licensed by the State acceptable to the CW Developer. The CWE Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, the CWE Design Review Board shall be comprised of the following members: (i) two representatives designated by the CWE Developer; and (ii) an architect licensed by the State acceptable to the CWE Developer. As context permits, the term "Design Review Board" shall mean either the CW Design Review Board with respect to the CW Subdivision, the CWE Design Review Board with respect to the CWE Subdivision, or a single Design Review Board with respect to both Subdivisions, if so created after the Turnover Date.

After the Turnover Date, the Board of Trustees (as set forth in Article VII(B)) shall have the right to (i) appoint all three (3) members to each of the CW Design Review Board and the CWE Design Review Board, (ii) consolidate the CW Design Review Board and the CWE Design Review Board into a single committee, consisting of three (3) individuals appointed by the Board of Trustees, that will oversee the design review matters for both Subdivisions, or (iii) to appoint an agent to act in the Design Review Board's place for both Subdivisions, at will.

The CW Design Review Board and the CWE Design Review Board shall have the exclusive authority, at a private or public meeting by action of three (3) or more of the members thereof, to determine the architectural standards which shall govern the construction of Improvements on the within their respective Subdivisions. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board for the Subdivision in which the Lot is located. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) 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 of the appropriate Design Review Board for the CW Subdivision or the CWE Subdivision and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or within its respective Subdivision. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property, and in particular, a waiver or variance by the CW Design Review Board shall not give rise to a binding or persuasive precedent with respect to the CWE Subdivision, and a waiver or variance by the CWE Design Review Board shall not give rise to a binding or persuasive precedent with respect to the CW Subdivision.

D. Improvements by Developer and Developer Affiliates. Notwithstanding any of the foregoing to the contrary, all Improvements and landscaping constructed by the Developer, a Developer Affiliate, or their respective affiliates, partners, members or shareholders, shall be deemed to comply in all respects with the requirements of the Design Review Board for the Developer's applicable Subdivision, and separate approval thereof by the Design Review Board for such Subdivision is not required.

VI. EASEMENTS AND LICENSES

A. 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 (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common 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 this Declaration, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot 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.

C. Easement for Utilities and Other Purposes. The Association or Developer 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 Developer 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 Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Association or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the Subdivision, (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 the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer'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 Developer results in damage to other portions of a Lot, or to any Improvements thereon, Developer shall be responsible for the restoration of such portions or Improvements at Developer's sole cost.

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

E. Easement for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over or through the Property for purpose of performing maintenance responsibilities reserved to the Association in the recorded plats for the Subdivision or in this Declaration.

F. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of the Subdivision upon which certain areas have been "shaded", "cross-hatched" or otherwise identified. The areas marked by shading, cross-hatching or which are otherwise identified represent portions of the Property over, across, under and through which Developer reserves easements ("Special Easements") for the purpose of constructing Improvements or conveying rights deemed by Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easement areas are also No-Build Zones (as hereinafter defined). The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the Owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement areas. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by Developer, the State or the Association, the responsibilities of the Lot Owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that Developer reserve or establish Special Easements, and if no areas on Exhibit B have been shaded, cross-hatched or otherwise identified, Developer has not reserved any Special Easements.

G. No-Build Zones/No-Disturb/Buffer/Preservation.

1. Any areas designated on the recorded plat(s) or re-plats of the Subdivision, in prior deed restrictions, or on Exhibit B, 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 Design Review Board. 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 hereof;

2. Any areas designated as on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "No-Disturb Zones" are deemed to be No-Build Zones, except that within No-Disturb Zones, Owners may not

disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Developer;

3. Areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "Buffer" areas are deemed to be No-Build Zones. The Developer 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 Developer-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(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;

4. Areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "Preservation" zones, "Conservation" zones or the like are deemed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or 'poisonous' plants) shall be removed unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. The Association shall have three (3) classes of membership: (i) Class A Members; (ii) Class B Members; and (iii) Class C Members. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to a Lot in the Subdivision such Owner agrees to and acknowledges being a member of the Association having an obligation to pay assessments as described herein. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the CW Developer and the CWE Developer jointly elect to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed as follows, or the CW Developer and the CWE Developer may jointly appoint a managing agent to act as the Board on its behalf: (i) one Board member shall be a designee of the CW Developer; (ii) one Board member shall be a designee of the CWE Developer; and (iii) one Board member shall be selected jointly by the CW Developer and the CWE Developer. No members, other than the Developer, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six (6) months of the end of the year in which the Developer and all Developer Affiliates cease to own at least one Lot in the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association, and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Developer expressly conveys or assigns entry feature maintenance responsibilities to the Association, and irrespective of whether Exhibit B discloses the reservation of one or more easements over the entry(ies) to the Subdivision, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Developer, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm

water retention facilities, mounding, fencing and any other improvements that benefit the Property.

D. Rules and Regulations. The Board may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Board shall have the power to impose sanctions on Owners for violations of the Restrictive Covenants or Rules, including without limitation: (i) reasonable monetary fines, charges or penalties, as may be permitted by law, which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, or any tenant, guest or invitee of an Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Manager pursuant to Section VIII.F. below, the Board shall have the power and authority to act on behalf of the Association.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be either the CW Developer or the CWE Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice. Part of the Manager's compensation may include any miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

2. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of

the Association under Article X Paragraph D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

IX. ASSESSMENTS

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

B. Types of Assessments. Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Initial Assessments; (ii) Annual Assessments; (iii) Special Assessments; and (iv) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots by class of membership.

C. Initial Assessments. At the time an Class A Member acquires title to a Lot from the Developer or a Developer Affiliate, such Class A Member shall pay to the Developer at the closing a one-time Initial Assessment in an amount reasonably calculated by the Developer to reimburse the Developer for the costs associated with formation, maintenance, and operation of the Association, including but not limited to attorney's fees, and Manager fees.

D. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Common Property and the Association, (which may include amounts, if any,

for a Reserve Fund -- as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer, as a Class C Member, or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association. In any event, Class B Members shall not be required to pay Annual Assessments provided that the Developer funds budget deficits pursuant to the preceding sentence.

To the extent that the Developer undertakes to fund budget deficits associated with the operation of the Association, the CW Developer and the CWE Developer shall equitably apportion the cost of such contribution based on the following calculation: (i) for the CW Developer, the total deficit for a fiscal year of the Association shall be multiplied by a fraction in which the numerator equals the total number of unsold Lots in the Subdivision owned by the Developer Affiliates of the CW Developer and the denominator equals the total number of unsold Lots in the Subdivision; and (ii) for the CWE Developer, the total deficit for a fiscal year of the Association shall be multiplied by a fraction in which the numerator equals the total number of unsold Lots in the Subdivision owned by the Developer Affiliates of the CWE Developer and the denominator equals the total number of unsold Lots in the Subdivision.

E. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members entitled to vote, who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Annual Assessment, and any such Special Assessment assessed against Lots shall be paid by such Owners in addition to any Annual Assessments. Special Assessments shall be paid in installments or in a lump sum as the Board shall determine.

F. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof for any of the following: to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any violation of the Restrictive Covenants which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; fines, penalties or monetary charges, as permitted by law, levied by the Board as a result of a violation of Section IV, Paragraph U of this Declaration relating to the occupancy of any Improvements on a Lot by a Registered Sex Offender; and all other fines, penalties or monetary charges, as permitted by law, reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written

notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine, penalty or monetary charge, as permitted by law, reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

G. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon and costs of collection, including without limitation, reasonable attorney fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest, charges and costs of collection as aforementioned, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. To the extent permitted by law, the Assessment lien shall remain valid, until and unless the lien is released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. In any action at law or in equity, including a foreclosure action, to enforce such lien the amount of unpaid Assessments plus charges, interests, costs and reasonable attorney fees of such action shall be

recoverable, to the extent permitted by law. Notwithstanding the foregoing, the lien for Assessments provided for in this section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and Improvements, including leisure trails, situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, his/her Lot, 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, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common 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 Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members. In the event of such a termination, each Lot shall remain subjected to the Assessments specified in Article IX and each Owner shall continue to be personally obligated for such Assessments as are required to enable the Association or its grantee, which shall be either (i) a "qualified organization" within the meaning of §170(h) of the Internal Revenue Code, (ii) the federal government, or (iii) the government of the State of Ohio or a local political subdivision thereof, to properly maintain the Common Property.

B. Enforcement; Waiver. Except as provided in the immediately following sentence, this Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate any of the Restrictive Covenants, any of the Rules, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). In such cases, the Owner and/or the Association shall have the right and option (but not the obligation) to seek the termination of a Registered Sex Offender's prohibited occupancy of a Lot and Improvements through an appropriate court order, injunctive relief or otherwise. In addition, the Association shall have the right and option (but not the obligation) to assess a fine, penalty or monetary charge against the Owner of the Lot at issue in an amount equal to \$150.00 for each day upon which such violation has occurred and continues. The failure of Developer, the Association, the Design Review Board or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments. Until the Turnover Date, the CW Developer and the CWE Developer may, in their sole and absolute discretion, jointly amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof, and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, CW Developer and the CWE Developer may jointly amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot

unless the Owner thereof has consented to such amendment in writing. After the Turnover Date, this Declaration may be amended in whole or in part with the approval of the Members entitled to exercise not less than 2/3 of the voting power of all Members in the Association. Unless amended by the Developer as provided above, any such amendment shall contain a certificate by the Secretary of the Association that the Members signing the amendment possess and constitute not less than the 2/3 voting power of all Members in the Association. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of both the CW Developer and the CWE Developer or their respective assignees of such right or privilege. At any time, the CW Developer and the CWE Developer shall have the right and power, but neither the duty nor the obligation to subject additional property to this Declaration pursuant to Article I.A. of this Declaration, and such supplement or amendment to this Declaration to subject additional property to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. Any amendment, including an amendment by the Developer, shall become effective upon recordation thereof in the appropriate public record office.

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

E. Developer's Rights to Replat Developer's Property. CW Developer and CWE Developer, respectively reserve unto themselves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the CW Property and the CWE Property; provided, however, that only real property owned by either such Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Neither the CW Developer nor the CWE Developer shall require the consent of the other to amend, alter or replat a portion of their respective properties that has already been subdivided and subjected to this Declaration. The Association and each Owner whose Lot is not altered by such

amendment, alteration or replating, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replating and shall be deemed to have joined in the same.

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

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

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

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association and every member of the Design Review Board and any other committee of the Association (the "Indemnitees") against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer, trustee, Board or committee member. The Indemnitees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Indemnitees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Indemnitees may also be Members of the Association), and the Association shall indemnify and forever hold each such Indemnitee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Indemnitee or former Indemnitee may be entitled.

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

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

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Notices to Developer shall be delivered to such Developer's address first above written.

K. Tax Increment Financing. It is hereby acknowledged and declared that Developer and/or the Association may from time to time elect (or may heretofore have elected) to include and join all or any portion of the Property 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 J 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"). To the extent necessary, the CW Developer and the CWE Developer agree to cooperate with each other, each at their sole expense, should either or both desire to make an election contemplated under this Section. 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 Property 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 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 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 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 Association duly designated by the Board (i) shall be conclusive evidence of the exercise by said officer and by the 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.

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

Exhibit A-1	Legal Description of the CW Property
Exhibit A-2	Legal Description of the CWE Property
Exhibit B	Special Easement Areas
Exhibit C	Approved Fence Detail

M. Subordination of Mortgage Liens Secured Against CWE Property. Sky Bank hereby consents to and subordinates the liens created by (i) that certain Open-End Mortgage dated February 1, 2005, and recorded on February 3, 2005, among the Recorder's Office of Delaware County, Ohio as Instrument No. 200500004588, in Book 582 at Page 1355; and (ii) that certain Open-End Mortgage dated July 11, 2006, and recorded on July 20, 2006, among the Recorder's Office of Delaware County, Ohio as Instrument No. 200600025684, in Book 723 at Page 2444, which are secured against the CWE Property, to the covenants, conditions, restrictions, and easements created pursuant to this Declaration.

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

CHESHIRE WOODS, LLC
an Ohio limited liability company

By: M/I Homes of Central Ohio, LLC
an Ohio limited liability company,
managing member

By: [Signature]
Printed Name: Timothy C. Hall, Jr.
Its: VP

By: Homewood Corporation
an Ohio corporation, member

By: [Signature]
Printed Name: John H. Bain
Its: CEO

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 30th day of October, 2006, by Timothy C. Hall, Jr., the Vice President and Assistant General Counsel of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, managing member of Cheshire Woods, LLC, an Ohio limited liability company, on behalf of the limited liability companies.



MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires
Dec. 15, 2006

Mary K. Chidester
Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 31st day of October, 2006, by John H. Bain, the C.E.O. of Homewood Corporation, an Ohio corporation, member of Cheshire Woods, LLC, an Ohio limited liability company, on behalf of the corporation and on behalf of the limited liability company.

Elizabeth S. Schilling
Notary Public



ELIZABETH S. SCHILLING
Notary Public, State of Ohio
My commission expires 09/26/2009

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

ROME CORNERS DEVELOPMENT CORPORATION, LLC,
an Ohio limited liability company

By: *Francis E. Barnes*
Printed Name: FRANCIS E. BARNES
Its: MANAGING PARTNER

STATE OF OHIO)
COUNTY OF Franklin SS:

The foregoing instrument was acknowledged before me this 26 day of October, 2006, by Francis E. Barnes, the Managing Partner of Rome Corners Development Corporation, LLC, an Ohio limited liability company, on behalf of the company.

Barbara Butler
Notary Public



BARBARA BUTLER
Notary Public, State of Ohio
My Commission Expires 05-01-10

IN WITNESS WHEREOF, Sky Bank has caused the execution this Declaration
as of the date first above written.

SKY BANK

By: Dennis Shaffer

Printed Name: Dennis Shaffer

Its: SVP, District President

STATE OF OHIO)
COUNTY OF Franklin SS:

The foregoing instrument was acknowledged before me this 26 day of
October, 2006, by Dennis Shaffer, the SVP, District Pres of Sky Bank
on behalf of such entity.

Barbara Butler
Notary Public



BARBARA BUTLER
Notary Public, State of Ohio
My Commission Expires 05-01-10

This instrument was prepared by and after recording return to:

Sheila Nolan Gartland, Esq.,
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215.

EXHIBIT A-1

LEGAL DESCRIPTION OF THE CW PROPERTY

Situated in the State of Ohio, County of Delaware, Township of Berkshire, and known as Lots Six Hundred Forty-Six (646) through Seven Hundred Thirty (730), both inclusive, and Reserve Areas A, B, E, F, G, H, I, J and M of CHESHIRE WOODS SECTION 1, as the same are numbered and delineated on the plat thereof, in Official Record Volume 716, pages 1211 to 1216, Recorder's Office, Delaware County, Ohio.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE CWE PROPERTY

Situated in the State of Ohio, County of Delaware, Township of Berkshire, and known as Lots Six Hundred Nineteen (619) through Six Hundred Forty-Two (642), both inclusive, of CHESHIRE WOODS ESTATES SECTION 1, as the same are numbered and delineated on the plat thereof, in Official Record Volume 744, pages 585 to 589, Recorder's Office, Delaware County, Ohio.

EXHIBIT B

SPECIAL EASEMENT AREAS

[Intentionally omitted.]

EXHIBIT C

APPROVED FENCE DETAIL

[Intentionally omitted.]