

Villages of Oak Creek #8

ORANGE TWP ZONING

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made as of December 20th, 1995, by Donald R. Kenney, Trustee being these lots collectively all of the lots Nos. 2337 through 2393 inclusive of Phase I of the Villages of Oak Creek Subdivision numbered and designated upon the recorded plat thereof recorded in plat cabinet L slides 540, 540A, 540B in the recorders of Delaware County Ohio.

Now, therefore, in consideration of the premises and in consideration of the enhancement of the value thereof for the purpose of which the same are designated and to provide a uniform plan for the improvement, development use, occupancy and enjoyment of Villages of Oak Creek as an architecturally harmonious, artistic and desirable subdivision, the undersigned for itself and its respective successors and assigns, hereby stipulates and declares that each Lot in the Villages of Oak Creek Phase I hereby are and shall hereafter be conveyed by it and its successors and assigns subject to the restrictions hereinafter set forth:

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the use, build or use of the property because of race or color are invalid under Federal Law and are unenforceable.

GENERAL COVENANTS AND RESTRICTIONS OF THE VILLAGES OF OAK CREEK PHASE I

Governmental Regulations. Each building site is subject to all present and future applicable laws, ordinances, rules, regulations and orders of the United States Government, the State of Ohio, Delaware County, Orange Township, and any other political subdivision and any administrative agency of any of the foregoing. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rules, regulations and orders. In the event of any conflict between any such applicable laws, ordinances, rules, regulations and orders and these Protective Covenants, the most restrictive provisions shall govern and control.

The developer has attached proposed restrictions for the residential property.

1. **Land Use.** The lots and dwelling units shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed thirty-five feet maximum and two and one-half (2-1/2) stories in height, together with necessary necessary building including a private garage for at least two (2) cars.

2. **Lot Split and Dwelling Units.** No lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise. No trade or commercial activity shall be conducted upon any lot or in any dwelling unit which may become an annoyance or nuisance to any of the owners of any lot or dwelling unit in the project. The word lot

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shall mean single-family lot as indicated on the land plan. Minimum living area of the houses in Kolderman tract (lots 2337-2350 and lots 2387-2395) shall be 1,800 square feet if single-story and 2,000 square feet if two-story. Minimum living area for the balance of homes within the development shall be 1,600 square feet if single-story and 1,800 square feet if two-story.

3. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision plat and no buildings shall be located in green areas or reserves as shown on the recorded plat. For the purpose of this restriction, eaves, or steps shall not be considered as a part of the building, provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area.

4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No temporary building, trailer, garage, storage building or structure shall be placed upon any lot for storage purposes without the express written consent of the Developer or its assignee. No above ground pool shall be installed or permitted on any building lot.

5. Animals. No animals, livestock or poultry, of any kind shall be raised, bred or kept on any lot except a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot.

6. Waste Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition and removed from view from the street and adjoining parties.

All trash collection areas and dumpsters shall be screened on at least three sides with the same materials as building in all residential areas other than lots. The screening shall be at least six foot high with platings provided around the base of the screening.

7. Plan Approval. For purposes of maintaining specific architectural guidelines and standards, each owner of a lot shall submit complete Construction Documents including topography, orientation and other site details for the building intended to be erected thereon, to the Developer. Each owner covenants that no alterations of the site, including excavation, erection or storage will take place on the site until the Developer shall have approved said Construction Documents in writing. The Owner further acknowledges that the Developer may require submission of samples of materials to be used in the construction of said residence as a condition of approval of said Construction Documents. Developer shall show a place for the preservation of the trees on the lot as well as the treatment of the ravine, if any, located on the lot.

Within the easement areas on the recorded plat of the site, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

8. Soil Removal. No soil shall be removed from any lot for any commercial purpose.

9. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

10. Lawn Maintenance. No lot or common areas of all residential units, or parts thereof shall be used as a dumping ground for rubbish. All trash shall be kept in sanitary containers. All storage equipment shall be kept in a clean and sanitary condition. No window air conditions shall be allowed.

11. Vehicle Not in Use. No automobile or motor-driven vehicle shall be left upon any lot or parking lot for a period longer than seven (7) days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the area.

Each single-family residence shall have an attached garage adequate for at least two cars.

12. Parking. Overnight parking on the street is prohibited and parking on the grass shoulder (county right-of-way is prohibited). Each single-family residence shall have an attached garage adequate for at least two cars.

13. Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet per side, with a maximum of 2 sides, advertising the property for sale or rent and promotional signs used by a builder during the construction and sales period.

All other signs for entryways to the subdivision will be landscaped and may be lighted from concealed ground mounted lights and comply with the Orange Township Zoning Resolution. No building mounted signs, off premise graphics, billboards or banners shall be permitted.

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14. Fuel Storage. Any tank for the storage of fuel placed or maintained on any lot shall be located below the surface of the ground or within the confines of the dwelling.

15. Boat, Trailer and Pleasure Vehicle Parking and Storage. No truck, trailer, boat trailer, horse trailer, camper, recreational, utility or commercial vehicle or equipment including mowers, tractor, and other lawn equipment, shall be stored or parked on any lot or parking lot of residential units except entirely within the garage or other properly permitted vehicle enclosure facility out of view from the street and abutting property; provided, however, that temporary parking of such truck, trailer, boat, camper recreational vehicle on the premises for a period not to exceed 48 hours in any period of seven (7) days.

16. Antennas. Television, radio, or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. Except that disk antennas less than 24 inches in diameter will be permitted.

17. Drainage and Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the subdivision. No owner shall take or permit to be taken any action that might change, obstruct or divert the flow of water through a drainage easement area.

18. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots in Villages of OAK CREEK is recorded agreeing to change said covenants in whole or in part.

19. Tree Cutting. It is the intent of the Developer and Lot Purchasers to preserve the natural characteristics, including trees, of this Development and therefore, tree cutting will be subject to the approval of the Developer and Property Owners' Association.

20. Enforcement. Enforcement of any part of these restrictions may be proceedings at law, or in equity or both, by any owner in the subdivision of any part of the above described real estate or by the Developer, against any person or persons violating or attempting to violate any such restriction. Remedies sought and awarded may include injunctive or other relief to restrain any violation, damages or both. Failure to object to any violation of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto.

21. Severability. Invalidation of any of these restrictions by judgment or court order in no way affect any other restrictions which shall remain in full force and effect.

COMMUNITY ASSOCIATION

I. Homeowners' Association. At the time that seventy-five percent of the houses are completed and occupied, owners shall form themselves into a Community Association whose purpose shall be to provide for matters of concern to themselves. The Association membership shall be comprised of the record owners of lots who shall each have one (1) vote for each lot owned in all elections and on all matters requiring a vote as set forth herein or in the Articles of Incorporation or By-Laws of the Association. Developer, may at its option, be a member of the Association so long as it owns one (1) or more of said lots. The actions of the Association shall be subject to the consent of three-fourths (3/4) of the votes allotted herein, subject to the quorum provisions set forth in the Association's Articles of Incorporation and By-Laws.

II. Assessments. Each owner of any lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association an annual assessment for Common Expenses (as hereinafter defined) and special assessments (as hereinafter provided). For the purposes hereof, the term "Common Expenses" shall mean the expenses and costs incurred by the Association in performing the rights, duties and obligations set forth herein and in its Articles of Incorporation or By-Laws.

(A). Maximum Annual Assessment for Common Expenses:

(1). Initial Assessment: Until January 1 of the year immediately following the conveyance by the Developer of the first lot to an owner, the maximum annual Common Expense assessment per lot shall be Fifty Dollars (\$50.00).

(2). Standard Increases: From and after January 1 of the year immediately following the conveyance by the Developer of the first lot to an owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of three-fourths (3/4) of the total votes of all owners.

(3). Special Increases: From and after January 1 of the year immediately following the conveyance by the Developer of the first lot to an owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted in the previous paragraph by a vote of three-fourths (3/4) of the total votes of all owners of lots at a meeting duly called for this purpose.

(4). Duty of Association to Fix Amount: The Association may fix the annual assessment for common Expenses at an amount not in excess of the maximum annual assessment rate established in this section.

(B). Notice of Meeting and Quorum for Any Action:

Written notice of any member's meeting called for the purpose of taking any action authorized under these rules and regulations to all members not less than thirty

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(30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast three-fourths (3/4) of all the votes shall constitute a quorum.

(C) Date of Commencement of Annual Assessments:

Due Dates: The annual assessments for Common Expenses shall commence as to all lots on _____, 19____. The Association shall fix the amount of the annual assessment for Common Expenses against each lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessments for Common Expenses shall be sent to every owner subject hereto. Unless otherwise established by the Association, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by Association.

(D) Lien for Assessments:

All sums assessed to any lot pursuant hereto, including those owned by the Developer, together with interest and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a continuing lien on such lot in favor of the Association.

(E) Effect of Nonpayment of Assessments:

Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The association may bring an action at law against the owner, personally obligated to pay the sums, or foreclosure the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(F) Foreclosure:

The lien for sums assessed pursuant hereto may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

AMENDMENTS

These restrictions may be amended by three-fourths (3/4) vote of the lot owners.

GENERAL PROVISIONS

1. Violation of covenants. It shall be lawful for any person or persons owning any real estate property in Oak Creek or the Association formed to administer the common areas to prosecute any proceedings in law, or in equity, against the person or persons violation or attempting to violate any of the covenants herein and either to prevent him or them from so doing or to recover damages. Failure by any party to enforce any covenants, restriction, or agreement herein contained shall in no event be deemed a waiver of the right to take such action for the violation or for any further violation. These restrictions shall be binding on all and enforceable by any of the present and future owners of the land in said subdivision.

2. Integration in Deed. The above covenants, reservations, and restrictions shall be incorporated by verbatim or by reference in every deed hereafter issued conveying any part of the premises herein described.

3. Effect of Invalidity. If any provision of these restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

OPEN SPACE AND COMMON AREA

4. Open Space Reserves. The premises shall be kept in the natural state and no commercial or residential structures shall be erected or maintained hereon. Such Reserves shall be open areas containing only landscaping features, and other improvements supplied by Developer, and necessary utilities as shown on the plat.

5. Common Area. All areas designated "Common Area" on the plat including but not limited to the roadways, entranceways, gates, ground lights, planting beds, shall be transferred by the Developer to the Homeowners' Association. Common Area other than those related to the single-family development shall be maintained by the owner(s) of such property.

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Signed, Acknowledged and
Delivered in the Presence of:

Amy D. Beare
Charles D. Beare

Donald R. Kenney
TRUSTEE

STATE OF OHIO
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me on

December 21st, 1995, by Don Kenney

Carol A. Warner
Notary Public

CAROL A. WARNER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES APR. 17, 1997

172
DELAWARE COUNTY, OHIO
FILED FOR RECORD JAN 3 1996
11:40 o'clock A.M.
RECORDED DATE JAN 0 8 1996
VOL. 598 PAGE 657
Kay E. Conklin
COUNTY RECORDER
FEE \$ 40
1 NOTATION

MATT
Charles Warner
1515 Saterden Dr
Cler 43204

Villages of Oak Creek #8

ASSIGNMENT TO AND DESIGNATION OF SUCCESSOR DEVELOPER

THIS ASSIGNMENT TO AND DESIGNATION OF SUCCESSOR DEVELOPER (the "Designation") is made as of the ___ day of November, 1996 by DONALD R. KENNEY, TRUSTEE (hereinafter referred to as "Developer") and M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation (hereinafter referred to as "Successor Developer")

WHEREAS, on January 3, 1996, Developer filed that certain Declaration of Restrictions (the "Declaration") recorded at Volume 598, page 659 in the Office of the Recorder, Delaware County, Ohio;

WHEREAS, Developer has sold all of the real property subject to the Declaration resulting in Successor Developer becoming the successor in interest of Developer to any and all rights and obligations of Developer as developer under the Declaration; and

WHEREAS, Developer warrants and represents that it has complied with the duties and obligations required of it in the Declaration and such warranty and representation shall survive all closings.

NOW THEREFORE, Developer hereby assigns to Successor Developer all rights and obligations of Developer as developer under the Declaration and hereby declares that Successor Developer is the successor in interest of Developer to any and all rights and obligations of Developer as developer under the Declaration and Successor Developer hereby acknowledges and accepts such assignment and designation and Successor Developer under the Declaration hereby assumes any and all such rights and obligations.

IN WITNESS WHEREOF, the Declarant and Successor Declarant have executed this Designation as of the date first above written.

Signed in the presence of:

Print Name: _____

Print Name: _____

DEVELOPER:

DONALD R. KENNEY, TRUSTEE

By: _____
Donald R. Kenney

SUCCESSOR DEVELOPER:

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio corporation

By: _____
Paul S. Coppel
Senior Vice President, General Counsel
and Secretary

Janis A. Eckstein
Print Name: Janis A. Eckstein

Elizabeth McColeman
Print Name: Elizabeth McColeman

STATE OF OHIO:

COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before me this ___ day of November, 1996, by Donald R. Kenney, as Trustee on behalf of the trust.

Notary Public

STATE OF OHIO:

COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before me this 12th day of November, 1996, by Paul S. Coppel, as Senior Vice President, General Counsel and Secretary of M/I Schottenstein Homes, Inc., an Ohio corporation, on behalf of the corporation.

Janis A. Eckstein
Notary Public



JANIS A. ECKSTEIN
Notary Public - State of Ohio
My Commission Expires 7-27-97

MAY 21 1997

**FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS FOR
VILLAGES OF OAK CREEK PHASE 5 PART 1**

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF OAK CREEK PHASE 5 PART 1 (the "First Supplement to Declaration") is made as of the ___ day of November, 1996, by M/I Schottenstein Homes, Inc., an Ohio corporation (hereinafter referred to as "Developer").

WHEREAS, on January 3, 1996, Donald R. Kenney, Trustee, as developer filed that certain Declaration of Restrictions for Villages of Oak Creek Phase I, recorded at Volume 598, page 659, Recorder's Office, Delaware County, Ohio (the "First Declaration");

WHEREAS, on November ____, 1996 Donald R. Kenney, Trustee, as developer filed that certain Assignment to and Designation of Successor Developer declaring Developer, as successor developer and assigning to Developer any and all rights and obligations of Donald R. Kenney, Trustee, as developer under the First Declaration, recorded at Volume ____, page ____, Recorder's Office, Delaware County, Ohio (the "Designation of Successor Developer");

WHEREAS, on November ____, 1996 Developer, Donald R. Kenney, Preferred Homes, Inc., and Bob Webb Builders, Inc. filed that certain First Amendment to Declaration of Restrictions amending the First Declaration, recorded at Volume ____, page ____, Recorder's Office, Delaware County, Ohio (the "First Amendment") (the First Declaration and First Amendment are hereinafter referred collectively referred to as the "Declaration");

WHEREAS, pursuant to the terms of Section 1 of the First Amendment, Developer has the right to annex additional property and to submit any such property to the covenants, easements, conditions and restrictions, provisions of the Declaration;


WHEREAS, Developer is the owner of all the real property located in Delaware County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, easements, conditions, and restrictions, provision of the Declaration;

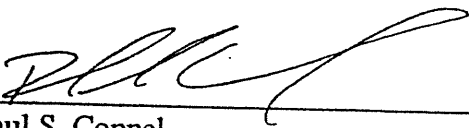
NOW THEREFORE, Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions and provisions of the Declaration as the same is supplemented and amended 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.

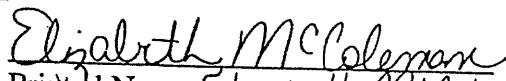
IN WITNESS WHEREOF, the Developer has executed this First Supplement to Declaration as of the date first above written.

Signed and acknowledged in the presence of:

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio corporation


Printed Name: JANIS A. EKSTEIN

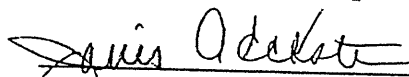
By: 
Paul S. Coppel
Senior Vice President, General Counsel
and Secretary


Printed Name: Elizabeth McColeman

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 12th day of November, 1996, by Paul S. Coppel, Senior Vice President, General Counsel and Secretary of M/I Schottenstein Homes, Inc., an Ohio corporation, on behalf of the Corporation.


Notary Public

This Instrument Prepared By:
Paul S. Coppel, Esq.
M/I Schottenstein Homes, Inc.
41 S. High Street, Suite 2410
Columbus, Ohio 43215



JANIS A. EKSTEIN
Notary Public - State of Ohio
My Commission Expires 7-27-97

MAY 31 1997

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, (the "Amended Declaration") is made this ___ day of November, 1996 by M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation (the "Developer"), DONALD R. KENNEY, TRUSTEE, PREFERRED HOMES, INC., an Ohio corporation, and BOB WEBB BUILDERS, INC., an Ohio corporation.

WITNESSETH:

WHEREAS, on January 3, 1996, Donald R. Kenney, Trustee, as developer, entered into a Declaration of Restrictions encumbering Lots 2337 through 2395, inclusive, of Villages of Oak Creek Phase 1 as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slides 540, 540A, and 540B, Recorder's Office, Delaware County, Ohio (the "Encumbered Property"), which Declaration of Restrictions are of record at Volume 598, page 659, Recorder's Office, Delaware County, Ohio (the "Declaration"); and

WHEREAS, on November ____, 1996 Donald R. Kenney, Trustee, as developer and M/I Schottenstein Homes, Inc., an Ohio corporation, as successor developer, entered into an Assignment to and Designation of Successor Developer declaring Developer, as the successor in interest of Donald R. Kenney, Trustee, and assigning to Developer any and all rights and obligations of Donald R. Kenney, Trustee, as developer under the Declaration; and

WHEREAS, Developer, Donald R. Kenney, Trustee, Preferred Homes, Inc., and Bob Webb Builders, Inc., are the owners of more than seventy-five percent (75%) of the Encumbered Property, and desire to amend the Declaration.

NOW, THEREFORE, pursuant to the authority reserved in the Section entitled Amendments of the Declaration, the Declaration is hereby amended as hereinafter provided. Accordingly, all the Encumbered Property and such additional property as may be annexed by amendment to the Declaration, shall be occupied, held, sold and conveyed subject to the covenants, restrictions, conditions, obligations, rights, uses and provisions set forth in the Declaration and this Amended Declaration as the same is supplemented and amended from time to time, which shall run with the Encumbered Property and such additional property as may be annexed by amendment to the Declaration and shall be binding upon and inure to the benefit of all parties now or hereafter having any right, title or interest in the Encumbered Property and such additional property as may be annexed by supplement to the Declaration or any part thereof, their heirs, personal and legal representatives, successors and assigns.

Section 1. Property. The term "Property" shall mean all of the real property described in the Declaration and such additional property as may be annexed by supplement to the Declaration, or that is owned by the Association, including but not limited to, the Common Area, together with all easements and appurtenances thereto. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office a supplement to the Declaration specifying that such additional property is part of the Property.

Section 2. Homeowner's Association. The Section entitled Community Association, Paragraph I of the Declaration is hereby amended such that the Developer shall incorporate the community association contemplated in the Section entitled Community Association, Paragraph I (the "Association"). The Association shall, in addition to the rights, uses, and obligations described in the Declaration, have the following rights and obligations.

2.1. Common Area. The term "Common Area" as defined in the Section entitled Open Space and Common Area, Paragraph 5 of the Declaration, shall include all areas designated as reserves or open spaces on any plat of the Property. Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association real or personal property, or any interest therein, as part of the Common Area. 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 the Declaration, shall be responsible for the exclusive management and control of the Common Area.

2.2. 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.

2.3. Cost-Sharing Agreement. The Association may enter into cost-sharing agreements with other home owners 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.

- 2.4. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association (the "Association Documents"). The Association shall have the power to impose sanctions on all owners, including without limitation: (i) reasonable monetary fines which shall be considered an assessment that the board of the Association 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; (ii) suspension of the right to vote as a member of the Association, and (iii) suspension of the right to use the Common Area. In addition, the board of the Association shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the board of the Association expends funds for attorneys' fees or litigation expenses in connection with enforcing the Declaration, the Association Documents or the rules and regulations governing use of the Property and the Common Area, as may be established by the board of the Association from time to time, against any owner, tenant, guest or invitee of any owner, the amount shall be due and payable by such owner and shall be an assessment against such owner's lot.
- 2.5. 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.
- 2.6. Managing Agent. The board of the Association may retain and employ on behalf of the Association a person or entity to assist in the management of the Association (the "Manager"), which may be Developer, and may delegate to the Manager such duties as the board of the Association 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 years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice.
- 2.7. Insurance.
- 2.7.1. The Association shall be required to obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all of the Common Area in an amount as is commonly required by prudent institutional mortgage investors.
- 2.7.2. The Association may, in the board's discretion, obtain and maintain the following 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 Section X.D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.
- 2.7.3. In the event of damage or destruction of any portion of the Common Area, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a special assessment against such owner and the lot owned by such owner to cover the additional costs.
- 2.8. 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 Area, or any portion thereof. Each owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the owners.
- 2.9. 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.
- 2.10. Maintenance by Association. The Association shall maintain and keep the Common Area in good, clean, attractive and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other

flora, structures, and improvements situated upon the Common Area and all personal property used in connection with the operation of the Common Area.

2.11. Maintenance by Owner. Each owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, improvements to, structures on, and, equipment and components used in connection with, his/her lot. 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 Area. Each owner shall maintain those portions of his/her lot that are adjacent to any portion of the Common Area in accordance with the rules and the requirements set forth in the Declaration.

2.12. 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 Area by Owners, to prevent damage to or destruction of any other part of the Common Area or to comply with the rules or the terms of the Declaration, then the board may authorize its employees or agents to enter the lot at any reasonable time to complete the necessary maintenance and the board may levy an assessment for all reasonable expenses incurred.

2.13. Damage to Common Area by Owner or Occupant. If the Common Area 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 Area adjacent to such lot.

Section 3. Easements and Licenses

3.1. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the lots, for the purpose of performing the Association's rights or obligations set forth in the Declaration. The Association may enter any lot to remove or correct any violation of the Declaration or the rules, or to maintain, repair, and replace the Common Area, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the owner, except in cases of emergency.

3.2. Easement for Utilities and Other Purposes. The board of the Association or Developer may convey easements over the Common Area to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the board of the Association or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the owners' use and enjoyment of the Property. The board of the Association or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the board of the Association 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 board of 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).

3.3. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, 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 Area to perform their duties.

Section 4. Enforcement. Enforcement of these restrictions by Developer or by an owner of the Property the subject of the Declaration and this Amended Declaration may be by proceedings at law or in equity or both against any person or persons violating or attempting to violate any of the covenants, restrictions, conditions, obligations, rights, uses and provisions set forth in the Declaration and this Amended Declaration, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. If Developer or any owner of the Property prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any of the covenants, restrictions, conditions, obligations, rights, uses and provisions set forth in the Declaration and this Amended Declaration, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall also be able to recover legal fees and expenses involved in such action or proceeding. No failure to object to any violation or to enforce any of the covenants, restrictions, conditions, obligations, rights, uses and provisions

set forth in the Declaration and this Amended Declaration, shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto.

IN WITNESS WHEREOF, the Developer has executed this Amended Declaration on this ___ day of November, 1996.

Signed and acknowledged in the presence of:

M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation

[Signature]
Printed Name: JANIS A. ECKSTEIN

By: [Signature]
Paul S. Coppel
Senior Vice President, General Counsel and Secretary

[Signature]
Printed Name: Elizabeth McColeman

DONALD R. KENNEY, TRUSTEE

Printed Name: _____

By: _____
Name: _____

Printed Name: _____

PREFERRED HOMES, INC., an Ohio corporation

Printed Name: _____

By: _____
Name: _____
Its: _____

Printed Name: _____

BOB WEBB BUILDERS, INC., an Ohio corporation

Printed Name: _____

By: _____
Name: _____
Its: _____

Printed Name: _____

STATE OF OHIO :
COUNTY OF FRANKLIN : ss:

The foregoing instrument was acknowledged before me this 12th day of November, 1996, by Paul S. Coppel, Senior Vice President, General Counsel and Secretary of M/I Schottenstein Homes, Inc., an Ohio corporation for and on behalf of said corporation.

[Signature]
Notary Public



JANIS A. ECKSTEIN
Notary Public - State of Ohio
My Commission Expires 7-27-97

STATE OF OHIO :
COUNTY OF FRANKLIN : ss:

The foregoing instrument was acknowledged before me this ___ day of November, 1996, by Donald R. Kenney, Trustee on behalf of the trust.

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN : ss:

The foregoing instrument was acknowledged before me this ____ day of November, 1996, by _____, of Bob Webb Builders, Inc., an Ohio corporation for and on behalf of said corporation.

Notary Public

This instrument prepared by:
Paul S. Coppel, Esq.
M/I Schottenstein Homes, Inc.
41 S. High Street, Suite 2410
Columbus, Ohio 43215