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**DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS
AND ASSESSMENT LIENS FOR THE ESTATES AT HOFFMAN FARMS**

This Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens (the "Declaration") is made on or as of this 30th day of April, 2004, by Dominion Homes, Inc., an Ohio corporation, ("Declarant").

Background

1. Declarant is the owner in fee simple of the real estate identified and described on Attachment 1 attached hereto and made a part hereof by this reference.
2. The property described on Attachment 1 (the "Community") is being developed and built as a subdivision of lots with single-family homes to be built on them, with public streets and associated improvements, and landscaped and green areas and storm water drainage facilities in the Reserves.
3. Contiguous to the Community is property that may be platted and developed as an extension of the Community with subdivision lots for single family homes to be built on them, and additional landscaped and green areas, and subjected to the plan and restrictions created hereby. This property is referred to herein as the "Additional Property."
4. Each of the lots in the Community ("Lot," and collectively "Lots") is designed and planned to have constructed on it one single-family residence.
5. The Reserves shown and delineated on the plat of the Community, and their improvements, are designed and planned to benefit all of the Community.
6. Declarant desires hereby to provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners and Occupants of the Lots and Improvements on them.
7. Declarant deems it desirable for the accomplishment of these objectives to create an agency to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own the "Reserves", to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated a homeowners' association (the "Association"), as a non-profit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community.

**COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS
AND ASSESSMENT LIENS**

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Community (described on Attachment 1), Declarant hereby declares that all of the property described on Attachment 1, attached hereto and made a part hereof by this reference shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns:

ARTICLE I. DEFINITIONS

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

A. "Additional Property" -- property that may in the future be subjected to the plan for the Community provided hereby, and consists of such property as Declarant, in its sole discretion, may from time to time determine.

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

C. "Articles" and "Articles of Incorporation" -- the articles, when filed with the Secretary of State of Ohio, incorporating The Estates at Hoffman Farms Homeowners' Association, Inc. (the "Association") as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").

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

E. "Association" -- an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. It is being incorporated as an Ohio non-profit corporation named "The Estates at Hoffman Farms Homeowners' Association, Inc."

F. "Board" -- the Board of Directors of the Association.

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

H. "Common Elements" -- all real and personal property now or hereafter acquired, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements includes Reserves A and B, respectively, as set forth and described on Attachment 1, and may include open spaces, other Reserves, detention areas, and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of those Lots and Improvements in the Community.

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

J. "Community" or "The Estates at Hoffman Farms" -- property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Attachment 1, and may be expanded to encompass all or any part of the Additional Property.

K. "Declarant" -- Dominion Homes, Inc. and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

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

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

N. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; swing sets, playground equipment, playhouses and forts; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other structures of every type.

O. "Individual Lot Assessment" -- an assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Governing Documents, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Community Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

P. "Lot" -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in the Community, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Declarant, and subjected to the provisions of this Declaration, excluding the Common Elements and any portion dedicated for public use.

Q. "Manager" -- the person or entity retained by the Board to assist in the management of the Association.

R. "Member" -- any person or entity meeting the requirement for membership in the Association.

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

T. "Operating Assessments" -- an assessment that the Board may levy upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

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

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

W. "Reserves" -- one or more of the Reserves in the Community, as delineated and shown on a recorded plat subjected to the provisions hereof.

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

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

Z. "Turnover Date" -- the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the time that the Community has been fully developed, all

Improvements have been fully completed, and all Lots have been deeded to bona fide purchasers, provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

ARTICLE II. GOALS

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

- A. Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;
- B. Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;
- C. Enforcement of architectural controls and restrictions applicable to the Community;
- D. Compliance with all zoning and similar governmental regulations applicable to Common Elements in the Community; and
- E. Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Association, and the assessment for and collection of funds to fulfill its objectives.

ARTICLE III. THE ASSOCIATION

A. Purposes. The purposes of the Association are to:

1. have easements with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in the Community that benefit all of the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as serve all of Community, as set forth herein, and as hereafter initially determined by Declarant, and after the Turnover Date, by the Association's Board;
2. administer and enforce the provisions of the Governing Documents of the Association; and
3. assess, collect and disburse funds necessary to fulfill these purposes.

B. Mandatory Membership. Every holder of a recorded fee simple interest in a Lot, except in the case of a Lot the subject of a recorded land installment contract, the vendee, or vendees under that installment contract, shall, while holding such interest, be a Member of the Association. However, although each such holder is a Member, there shall only be one membership per Lot, and in the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants in common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially those Lots to which those membership provisions apply shall be those Lots that are subjected hereby to the provision of this Declaration, but as portions of the Additional Property or additional portions of the Community are subdivided and platted into Lots, and the Lots therein subjected by amendments hereto to the plan hereof, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the

membership, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes Common Elements, for so long as it remains Common Elements. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Association's Governing Documents.

C. Powers; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to own and/or hold easements with respect to, and maintain, Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, and take such other actions as it deems appropriate to its purposes.

D. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other community, subdivision and condominium associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the property in the Community or the Members.

E. Rules and Regulations. The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property as a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof, for a period not exceeding sixty (60) days, for any infraction of the Governing Documents, including but not limited to the provisions hereof and the Rules. In addition, the Board shall have the power to seek relief in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

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

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

H. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance:

(a) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such

policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;

(c) shall be written in the name of the Association; and

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

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability insurance policy covering all of the Common Elements insuring the Association, the Directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots.

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

4. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

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

J. Books; Records. Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association.

ARTICLE IV. THE COMMON ELEMENTS

The Common Elements in the Community shall initially include Reserves A and B of the Community, and all improvements located thereon, and shall be conveyed to the Association free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, including those contained herein, and all other liens and encumbrances of record or otherwise affecting property. Declarant may, thereafter, from time to time, at Declarant's option, convey to the Association, for the use and benefit of the Association and the Owners and Occupants, any other real or personal property, or any interest therein, as part of the Common Elements, provided that property is free and clear of all encumbrances, except as aforesaid, and that property is part of the Additional Property that has been subjected to the provisions hereof. All such Common Elements shall consist solely of property benefiting Lots, Owners, and Occupants in the Community, as a whole, as the same may from time to time be constituted. In addition, the Declarant may also grant such easements to the Association as the Declarant, in its sole and unfettered discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

ARTICLE V. ASSESSMENTS

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

B. Operating Assessments. For the purposes of providing funds to pay:

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

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

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

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

-the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

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

-the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the

Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise herein specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

1. Initial Period. Commencing the first day of the first full month after a Lot with a dwelling constructed thereon has been conveyed by Declarant to a bona fide home purchaser, that Lot and its Owner or Owners shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year 2004, determined by the Board as aforesaid, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12).

2. Subsequent Calendar Year. Prior to January 1, 2005, and prior to January 1 of each calendar year thereafter, the Board of the Association shall establish a budget for anticipated operating expenses for the next following Operating Assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in the Community that have had a dwelling constructed thereon and that have been conveyed to a bona fide home purchaser, and assess each such Lot and its Owner or Owners for the apportioned amount.

3. Operating Assessments for Lots Added. A Lot added to the Community hereafter and becoming subject to the provisions hereof shall be subject to Operating Assessments commencing the first day of the first full month following the day that the Lot and the dwelling constructed thereon was conveyed to a bona fide home purchaser. Operating Assessments on Lots becoming subject to the same during a calendar year shall be prorated for the year during which they became subject to the same in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12).

4. Subsidization. Notwithstanding the foregoing, or any other provision hereof, until January 1, 2005, the maximum Operating Assessment on any Lot shall not exceed the sum of \$125.00 per year, and any deficit in funds needed from those charged will be paid by Declarant.

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

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

D. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot and the Owners thereof to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges incurred by the Association, including attorneys' fees, reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of

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

E. Remedies.

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

2. Late Charge. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.

3. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law.

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

5. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

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

7. Notice of Discharge. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

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

ARTICLE VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep the Common Elements in good, clean, attractive, and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements, structures, and landscaping situated upon the Common Elements, including but not limited to the Reserves, the maintenance, repair and replacement of the landscape buffer located along Cosgray Road, including but not limited to the landscaping and other flora and any fencing installed as part of the landscape buffer, and all personal property used in connection with the operation of the Common Elements.

B. Maintenance by Owner. Each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of Improvements on and equipment and components used in connection with that Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements on such Lot. No Lot or other Improvement shall be permitted to become overgrown, unsightly or fall into a state of disrepair. Each Owner shall maintain that Owner's Lot in accordance with the Rules and the requirements set forth herein.

C. Right of Association to Repair Lot. In the event any Owner fails to maintain that Owner's Lot in the manner required herein, and that Lot remains in disrepair for a period of thirty (30) days after notification by Declarant or the Association to said Owner, and if the Board or Declarant determines that any maintenance of that Lot or Improvements thereon is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements, to preserve the value of the Community, or to comply with the Rules or the terms of this Declaration, then the Board or Declarant may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred, or if performed by Declarant, those expenses shall be reimbursed by the Owner to Declarant.

D. Damage to Common Elements By Owner or Occupant. In the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Lot Owner or

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

ARTICLE VII. ARCHITECTURAL STANDARDS

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

A. Architectural Review Committee. The Architectural Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Declarant shall have the sole and exclusive right to appoint and remove all three (3) members of the Architectural Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Architectural Review Committee. The foregoing notwithstanding, until dwellings have been constructed on all Lots, a member of the City of Hilliard Planning Commission appointed by the City of Hilliard Planning Commission shall be a member of the Architectural Review Committee. The Architectural Review Committee shall have the exclusive authority, by action of two (2) or more of the members thereof, at a private or public meeting, to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Architectural Review Committee. No Improvement shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Architectural Review Committee and otherwise complies with all provisions hereof.

B. Modifications. Except as otherwise provided herein, the Architectural Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to a Lot. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any permanent recreational device, without the prior written consent of the Architectural Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Architectural Review Committee for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval.

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

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

ARTICLE VIII. USE RESTRICTIONS

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

A. Use of Lots. Except as otherwise specifically provided in this Declaration, no dwelling on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no dwelling may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. In addition, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached two car garage. No bi-level homes shall be permitted. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or builders approved by Declarant, for sales and construction management and related uses during the construction and sale of homes in the Community. All homes shall comply with material standards as approved by the City of Hilliard for this Community and by the Architectural Review Committee.

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

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

D. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

E. Signs. No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Declarant while marketing Lots and residences for sale or rent; (ii) street and identification signs installed by the Association, Declarant, or any governmental agency; (iii) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; and (iv) on any Lot, one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale or rent.

F. Animals. Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a dwelling on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited.

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

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Common Elements may be used for construction and sales purposes and sales models by Declarant and by builders and developers as approved by Declarant, in its sole discretion, until dwellings have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

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

J. Hotel/Transient Uses; Leases. No Lot and Improvements thereon 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 the provisions hereof and the other Governing Documents.

K. Vehicles. The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community, so long as those Rules are consistent with, and do not amend, any of the terms hereof. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules.

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

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

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

L. Trash. Except for the reasonably necessary activities of Declarant during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and screened from view.

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

N. Utility Lines. All utility lines in the Community shall be underground, subject only to the requirements of governmental authorities having jurisdiction, utility companies, and the Board.

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

P. Street Tree. Declarant may designate one or more trees as deemed necessary by Declarant along the street in front of each Lot as a "street tree". If Declarant determines to designate street tree(s) then the Owners agree to care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree having a caliper of not less than 2 1/2".

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

R. Yard Lights and Lamp Posts. All yard lights and lamp posts, if any, shall conform to the standards set forth by the Architectural Review Committee.

S. Fencing. No fence, wall, or barrier of any kind may be erected on any Lot or Reserve, except as required by law or with the prior written approval of the Architectural Review Committee and the City of Hilliard.

T. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that these provisions shall not be intended to prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) people. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Paragraph S to the contrary, provided such fence shall be subject to prior written approval of the Architectural Review Committee as to design and location on the Lot.

U. Rear Yard Setback Variances/ Deck Limitation. As a condition to the City of Hilliard granting Declarant's request to reduce the rear yard setback from 35' to 27', Owner's of Lots on which a "Bainbridge" model style of home is to be constructed will not be permitted to apply for a rear yard setback variance in order to construct a deck or other above ground structure or improvement.

V. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the Community: (i) outdoor clotheslines and (ii) window air conditioning units on any window facing a street.

ARTICLE IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Elements. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth herein. The Association may enter any Lot to remove or correct any violation of any provision hereof, or the Rules, or to maintain, repair, and replace the Common Elements, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of an emergency.

C. Easement for Utilities and Other Purposes. The Board or Declarant may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

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

E. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

ARTICLE X. UTILITY SERVICES

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

ARTICLE XI. MISCELLANEOUS

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

B. Enforcement. The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Architectural Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

C. Amendments. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Declarant

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

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the County Recorder of the County in which the Community is located.

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

E. 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:

1. Any proposed amendment of this Declaration;
2. Any proposed termination of the Association; and
3. Any default under the provisions hereof which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

F. Indemnification. The Association shall indemnify every Officer and Director of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any Officer or Director 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 or Director. The Officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Officer and Director free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer or Director, or former Officer or Director, may be entitled by law or the provisions of any other Association Governing Document.

G. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, the Association, and the present and future Owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

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

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

J. Notices. Notices, demands or other communications to an Owner shall be given in writing by personal delivery or at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

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

L. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted this Declaration shall not be utilized in interpreting this Declaration or the Schedules hereto.

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

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

DOMINION HOMES, INC.,
an Ohio corporation

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 30th day of April, 2004, by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of that corporation.

T.A. Ward II
Notary Public



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

This instrument prepared by:
T.A. Ward II, Esq.
Dominion Homes, Inc.
5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016
(614) 356-5000

DEC OF COVENANTS STATES AT HOFFMAN FARMS 10/04

ATTACHMENT I
SUBJECT PROPERTY

Situated in the State of Ohio, County of Franklin, City of Hilliard, and described as follows:

Being Lots 1 through 21, inclusive, Lot 43, Lots 113 through 115, inclusive, and Lots 181 through 183, inclusive, and Reserves A and B, respectively, of Estates at Hoffman Farms Section 1, Phase 1, as the same are numbered, labeled and delineated on the recorded plat thereof, of record in Plat Book 102, Pages 16-19, inclusive, of the records of the Recorder of Franklin County, Ohio;

and

Situated in the State of Ohio, County of Franklin, City of Hilliard, and described as follows:

Being Lots 22 through 42, inclusive, Lots 44 through 50, inclusive, Lot 67, Lot 68, Lot 85, Lot 86, and Lots 103 through 112, inclusive, of Estates at Hoffman Farms Section 1, Phase 2, as the same are numbered, labeled and delineated on the recorded plat thereof, of record in Plat Book 102, Pages 20-22, inclusive, of the records of the Recorder of Franklin County, Ohio.



200402120031518

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02/12/2004 11:11AM BXALLIANCE TI
Robert G. Montgomery
Franklin County Recorder

ALLIANCE TITLE BOX

BIKE PATH EASEMENT

DOMINION HOMES, INC., an Ohio corporation ("**Grantor**"), for good and valuable consideration to it paid, does hereby grant and convey unto the CITY OF HILLIARD, an Ohio municipal corporation ("**Grantee**"), a perpetual nonexclusive easement upon, across and through the following described property:

Situated in the City of Hilliard, County of Franklin and State of Ohio:

Being a twenty (20) foot wide strip centered on the existing bike path constructed by Grantor on the real property described on Exhibit A attached hereto;

for the purpose of maintaining, repairing, replacing and reconstructing a bike path as part of the City of Hilliard's public bikeway system. Grantor shall retain all rights not inconsistent with the granting of this easement.

Prior Instrument Reference No. 200304010093242, Recorder's Office, Franklin County, Ohio.

IN WITNESS WHEREOF, this instrument is executed effective the ____ day of January, 2004.

DOMINION HOMES, Inc.
an Ohio corporation

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

STATE OF OHIO :
COUNTY OF FRANKLIN :SS

The foregoing instrument was acknowledged before me this 23rd day of January, 2004, by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

Patricia S. Crocker
Notary Public

This instrument prepared by:
T.A. Ward II, Esq.
Dominion Homes, Inc.
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

TRANSFERRED
NOT NECESSARY
FEB 12 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
P
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

**DESCRIPTION OF
1.261 ACRES (TRACT 2)
EAST OF COSGRAY RD. & NORTH OF
SCIOTO AND DARBY CREEK ROAD
HILLIARD, OHIO**

Situate in the State of Ohio, County of Franklin, City of Hilliard and being part of Virginia Military Survey Number 6636 and being 1.261 acres out of the 107.20 acre tract of land conveyed as Parcel 5 to Mary E. Hoffman and to Banc Ohio National Bank by deeds of record in Deed Book 2888, Page 48 and O.R. 571 B13, respectively, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning, for reference, at Franklin County Engineers Monument Number 6655, located on the centerline of Cosgray Road (60 feet wide) and being N 08° 24' 11" W a distance of 1453.62 feet from Franklin County Engineers Monument Number 5540 located at the centerline intersection of Cosgray Road and Scioto and Darby Creek Road (60 feet wide) said point being the southwest corner of said 107.20 acre Parcel 5;

Thence N 08° 24' 11" W, a distance of 124.50 feet along the centerline of Cosgray Road and along the west line of said Parcel 5 to a PK Nail found at an angle point in the center of Cosgray Road;

Thence N 06° 52' 56" W, a distance of 101.61 feet along said centerline of Cosgray Road and along the west line of said Parcel 5 to a railroad spike set in the center of Cosgray Road, said point being the Point of True Beginning;

Thence N 06° 52' 56" W, a distance of 60.00 feet continuing along said centerline of Cosgray Road and along the west line of said Parcel 5 to a railroad spike set;

Thence N 83° 07' 04" E, a distance of 915.42 feet through said Parcel 5 to an iron pin and cap set;

Thence S 06° 38' 31" E, a distance of 60.00 feet through said Parcel 5 to an iron pin and cap set;

Thence S 83° 07' 04" W, a distance of 915.17 feet through said Parcel 5 to the Point of True Beginning, containing 1.261 acres, more or less, subject to all easements, restriction and rights-of-way of record.

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

Monuments set are 3/4" capped iron pins stamped "R.D. ZANDE".

The bearings use in the above are based on the Grid Bearing of N 08° 42' 15" W, from the Ohio State Plane Coordinate System, South Zone, as determined between Stations, "Frank 158" and "Frank 58" established by the Franklin County Engineer.



F:\Description\3592X-D.004.doc

R.D. ZANDE AND ASSOCIATES, INC.

Charles N. Beckstrom 10/23/97
Professional Surveyor No. 7558 Date

Approved, No Plat Required
City of Hilliard
City Engineer
By: *[Signature]* Date: 11/2/97

0-60
1.261 Ac. SPECIFIED FROM ALL THE TRACTS FOR 7-16-0

ALLIANCE WILL DOX



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Robert G. Montgomery
Franklin County Recorder

BIKE PATH EASEMENT

DOMINION HOMES, INC., an Ohio corporation ("Grantor"), for good and valuable consideration to it paid, does hereby grant and convey unto the CITY OF HILLIARD, an Ohio municipal corporation ("Grantee"), a perpetual nonexclusive easement upon, across and through the following described property:

Situated in the City of Hilliard, County of Franklin and State of Ohio:

Being a twenty (20) foot wide strip centered on the existing bike path constructed by Grantor within Reserve "A" of Hoffman Farms Section 1, Phase 1, Reserve "A" of Hoffman Farms Section 1, Phase 2, and Reserves "A" and "B" of Hoffman Farms Section 2, Phase 1, as delineated on the recorded plats thereof in Plat Book 89, Page 67, Plat Book 90, Page 16, and Plat Book 91, Page 54, Recorder's Office, Franklin County, Ohio;

for the purpose of maintaining, repairing, replacing and reconstructing a bike path as part of the City of Hilliard's public bikeway system. Grantor shall retain all rights not inconsistent with the granting of this easement.

Prior Instrument Reference Nos. 199902190043096, 199909220240186, and 200302260056820, Recorder's Office, Franklin County, Ohio.

IN WITNESS WHEREOF, this instrument is executed effective the ____ day of January, 2004.

DOMINION HOMES, Inc.
an Ohio corporation

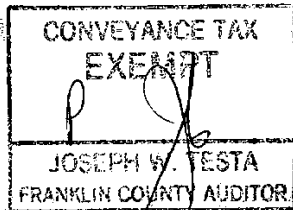
By: Robert A. Meyer, Jr.
Robert A. Meyer, Jr., Senior Vice President

STATE OF OHIO :
COUNTY OF FRANKLIN :SS

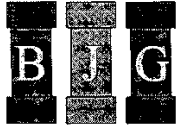
The foregoing instrument was acknowledged before me this 23rd day of January, 2004, by Robert A. Meyer, Jr., Senior Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

Patty S. Crocker
Notary Public

This instrument prepared by:
T.A. Ward II, Esq.
Dominion Homes, Inc.
5000 Tuttle Crossing Blvd.
~~Public OFFICER~~
NOT NECESSARY
FEB 12 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO



RECEIVED SEP 14 2016



BROSIUS, JOHNSON & GRIGGS, LLC

ATTORNEYS AT LAW

1600 Dublin Road • Suite 100 • Columbus, Ohio 43215
Telephone: 614.464.3563 • Facsimile: 614.224.6221
Email: jdonnan@BJGlaw.net • Website: www.BJGlaw.net

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

Jennifer L. Huber
Julia E. Donnan

September 12, 2016

Borror Properties
Attn: Stephanie Murphy
600 Stonehenge Parkway, Ste. 200
Dublin, Ohio 43017

Subject: The Estates at Hoffman Farms Association, Inc.
Limited Warranty Deed – Reserves D, E, F, G, H and I

Dear Stephanie:

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

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "Julia E. Donnan".

Julia E. Donnan

JED/sfb
Enclosures

Cc: Dominion Homes, Inc.
Thomas S. O'Donoghue, Jr., Interim CEO

Handwritten initials in a stylized, blocky font, possibly reading "EJH".



Instrument Number: 201608290114536
Recorded Date: 08/29/2016 2:22:22 PM



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

FranklinCountyRecorderTerryBrown @RecorderBrown

Transaction Number: T20160053974
Document Type: DEED
Document Page Count: 2

Submitted By (Walk-In):
 BROSIUS JOHNSON & GRIGGS

Walk-In

Return To (Box):
 BROSIUS JOHNSON & GRIGGS

Box

First Grantor:
 DOMINION HOMES INC

First Grantee:
 ESTATES AT HOFFMAN FARMS ASSN INC

Fees:

Document Recording Fee:	\$28.00
Total Fees:	\$28.00
Amount Paid:	\$28.00
Amount Due:	\$0.00

Instrument Number: 201608290114536
Recorded Date: 08/29/2016 2:22:22 PM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, the document data always supersedes the cover page.
 COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

2016
CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO
90009506

CONVEYANCE TAX EXEMPT	
M	MWD
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

LIMITED WARRANTY DEED

DOMINION HOMES, INC., an Ohio corporation, "Grantor", for valuable consideration paid, grants with general warranty covenants to THE ESTATES AT HOFFMAN FARMS ASSOCIATION, INC., an Ohio corporation for non-profit, ("Grantee"), whose tax mailing address is c/o Peak Property Management, PO Box 1128, Dublin, Ohio 43017, and its successors and assigns forever, the real estate property situated in the Township of Norwich, the City of Hilliard, Franklin County, Ohio more particularly described on Exhibit A attached hereto and made a part hereof.

The foregoing conveyance is made subject to taxes and assessments not yet due and payable; easements, conditions and restrictions of record, legal highways and zoning ordinances.

23RD IN TESTIMONY WHEREOF, Grantor has caused this deed to be duly executed on its behalf this day of August, 2016.

DOMINION HOMES, INC.

An Ohio Corporation

By: Thomas S. O'Donoghue, Jr.

Name: Thomas S. O'Donoghue, Jr.

Title: Interim CEO

STATE OF Ohio,
COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me, a notary public, this 23RD day of August, 2016, by Thomas S. O'Donoghue, Jr., the Interim CEO of Dominion Homes, Inc., an Ohio Corporation, on behalf of said corporation.



KATHY K. KELLENBARGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 19, 2019

Kathy K. Kellenbarger
Notary Public

Exhibit A

Reserve D of The Estates at Hoffman Farms, Section 3, as the same is labeled and delineated upon the recorded plat thereof, of record in Plat Book 113, Pages 95 and 96, also being Instrument Number 201012090167768 of the records of the Recorder's Office, Franklin County, Ohio. Parcel No. 050-010945. Prior Instrument Reference Number 200602090026424.

Reserve E of The Estates at Hoffman Farms, Section 3, as the same is labeled and delineated upon the recorded plat thereof, of record in Plat Book 113, Pages 95 and 96, also being Instrument Number 201012090167768 of the records of the Recorder's Office, Franklin County, Ohio. Parcel No. 050-010946. Prior Instrument Reference No. 200602090026424.

Reserve F of The Estates at Hoffman Farms, Section 3, as the same is labeled and delineated upon the recorded plat thereof, of record in Plat Book 113, Pages 95 and 96, also being Instrument Number 201012090167768 of the records of the Recorder's Office, Franklin County, Ohio. Parcel No. 050-010947. Prior Instrument Reference No. 200602090026424.

Reserve G of The Estates at Hoffman Farms, Section 3, as the same is labeled and delineated upon the recorded plat thereof, of record in Plat Book 113, Pages 95 and 96, also being Instrument Number 201012090167768 of the records of the Recorder's Office, Franklin County, Ohio. Parcel No. 050-010948. Prior Instrument Reference No. 200602090026424.

Reserve H of The Estates at Hoffman Farms, Section 4, Phase 2, as the same is labeled and delineated upon the recorded plat thereof, of record in Plat Book 114, Pages 85 through 87, inclusive, also being Instrument Number 201308090136525 of the records of the Recorder's Office, Franklin County, Ohio. Parcel No. 050-011169. Prior Instrument Reference No. 200602090026424.

Reserve I of The Estates at Hoffman Farms, Section 4, Phase 2, as the same is labeled and delineated upon the recorded plat thereof, of record in Plat Book 114, Pages 85 through 87, inclusive, also being Instrument Number 201308090136525 of the records of the Recorder's Office, Franklin County, Ohio. Parcel No. 050-011170. Prior Instrument Reference No. 200602090026424.

CODE OF REGULATIONS (BYLAWS)
OF
THE ESTATES AT HOFFMAN FARMS ASSOCIATION, INC.
**(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF
CHAPTER 5312 OF THE OHIO REVISED CODE)**

BACKGROUND

A. The Estates at Hoffman Farms is a residential subdivision located in the State of Ohio, County of Franklin and City of Hilliard and consisting of property shown, delineated, described and identified on the recorded plats of record in Plat Book 102, Pages 16-19, inclusive, (Instrument No. 200306240190255), Plat Book 102, Pages 20-22, inclusive, (Instrument No. 200306240190298), Plat Book 105, Pages 58 and 59 (Instrument No. 200411180264063), Plat Book 105, Pages 65 and 66 (Instrument No. 200411240269280), Plat Book 106, Pages 84 and 85 (Instrument No. 200505090087268), Plat Book 106, Pages 86 and 87 (Instrument No. 200505090087269), and Plat Book 106, Pages 88 and 89 (Instrument No. 200505090087272), records of the office of the Recorder of Franklin County, Ohio, that has been subjected to the provisions of the Declaration described herein and such other property, if any, that has been made part of The Estates at Hoffman Farms or that is made part of The Estates at Hoffman Farms hereafter, and which has been or is made subject to the Declaration described herein.

B. A plan of covenants, easements, restrictions, and assessment liens for The Estates at Hoffman Farms, a subdivision of residential lots in the State of Ohio, County of Franklin, and City of Hilliard, was created by the filing and recording of the declaration thereof (the "Declaration") recorded Instrument No. 200405040100868, records of the office of the Recorder of Franklin County, Ohio, as the same has been amended and supplemented to date.

C. Pursuant to the provisions of the Declaration and the filing, on or about July 28, 2004, of articles of incorporation with the Ohio Secretary of State, The Estates at Hoffman Farms Association, Inc. (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in The Estates at Hoffman Farms community for the benefit of the owners of lots in The Estates at Hoffman Farms and for administering and enforcing the terms and conditions of the Declaration. Each owner of a lot that was subjected to the Declaration is a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

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

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

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

G. The Association's Board of Directors (the "Board") has acknowledged that The Estates at Hoffman Farms is a "planned community," that the Association is an "owners

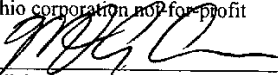
association" and that the attached Code of Regulations are the "bylaws" of the Association that were in effect on the Effective Date, as each those terms have been defined and are to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

CERTIFICATION

NOW THEREFORE, the Board hereby certifies that the Association's Code of Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act; that the Code of Regulations was in effect on September 10, 2011, the original Effective Date of the Planned Community Act; and that the Code of Regulations is being filed and recorded with the Recorder's Office of Franklin County, Ohio, within one hundred eighty (180) days after said Effective Date in accordance with the provisions of Section 5312.02(D)(1) of the Planned Community Act.

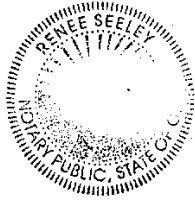
IN TESTIMONY WHEREOF, the Board of Directors of The Estates at Hoffman Farms Association, Inc., acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 15 day of February, 2011.

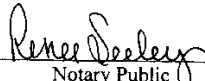
**BOARD OF DIRECTORS OF
THE ESTATES AT HOFFMAN FARMS
ASSOCIATION, INC.,**
an Ohio corporation not-for-profit

By 
Michael A. Archer, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Michael A. Archer, the President of The Estates at Hoffman Farms Association, Inc., an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 15 day of February 2011.




Notary Public expires 4-8-15

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

CODE OF REGULATIONSOFTHE ESTATES AT HOFFMAN FARMS ASSOCIATION, INC.

Section 1.01. The name of this Ohio nonprofit corporation shall be The Estates at Hoffman Farms Association, Inc. (the "Association").

Section 1.02. The purpose for which the corporation is formed is, generally, to serve as the "homeowners' association", as that term is defined in Section 528 of the United States Internal Revenue Code, as now in effect and as may be amended from time to time (the "Code"), for The Estates at Hoffman Farms Subdivision, which subdivision is an expandable subdivision of residential properties located in the State of Ohio, County of Franklin, City of Hilliard. The first phase of the subdivision was platted by Dominion Homes, Inc., by a plat recorded on June 24, 2003 as Instrument No. 200306240190255, Plat Book 102, pages 16 through 19, records of the Recorder of Franklin County, Ohio (hereinafter, this subdivision, including all land and property later added to the subdivision, will be referred to as the "subdivision" or the "development"). To that end, this corporation will hold title to, or easements upon, land within the development, as it may be expanded, for common purposes, including, but not limited to, detention areas; landscape areas, open areas, reserve areas, and/or landscape entry areas, and improvements thereon, it shall maintain and administer such land and common areas and elements in accordance with all plats now and hereafter placed of record for The Estates at Hoffman Farms Subdivision; and it shall perform all functions assigned or delegated to it by the Declaration of Covenants, Easements, Restrictions, and Assessments and Assessment Liens for The Estates at Hoffman Farms, as recorded as Instrument No. 200405040100868, records of the Recorder of Franklin County, and all amendments thereto, including all covenants and restrictions contained in deeds or declarations recorded or to be recorded with respect to and governing uses of land in or added to the subdivision (hereinafter, "the Restrictions"). Dominion Homes, Inc. or its assigns in the capacity of developer of the subdivision is designated and shall hereinafter be referred to as "the Developer" of the subdivision.

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

ARTICLE II

MEMBERS AND VOTING

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

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

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

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

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

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

ARTICLE III

MEETINGS OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

OFFICERS AND COMMITTEES

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

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

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

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

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

ARTICLE VI

INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

NOTICES AND DEMANDS

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

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

ARTICLE VIII

AMENDMENTS

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

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

ARTICLE IX

DURATION

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

CODE OF REGULATIONS

OF

THE ESTATES AT HOFFMAN FARMS ASSOCIATION, INC.

Section 1.01. The name of this Ohio nonprofit corporation shall be The Estates at Hoffman Farms Association, Inc. (the "Association").

Section 1.02. The purpose for which the corporation is formed is, generally, to serve as the "homeowners' association", as that term is defined in Section 528 of the United States Internal Revenue Code, as now in effect and as may be amended from time to time (the "Code"), for The Estates at Hoffman Farms Subdivision, which subdivision is an expandable subdivision of residential properties located in the State of Ohio, County of Franklin, City of Hilliard. The first phase of the subdivision was platted by Dominion Homes, Inc., by a plat recorded on June 24, 2003 as Instrument No. 200306240190255, Plat Book 102, pages 16 through 19, records of the Recorder of Franklin County, Ohio (hereinafter, this subdivision, including all land and property later added to the subdivision, will be referred to as the "subdivision" or the "development"). To that end, this corporation will hold title to, or easements upon, land within the development, as it may be expanded, for common purposes, including, but not limited to, detention areas, landscape areas, open areas, reserve areas, and/or landscape entry areas, and improvements thereon, it shall maintain and administer such land and common areas and elements in accordance with all plats now and hereafter placed of record for The Estates at Hoffman Farms Subdivision; and it shall perform all functions assigned or delegated to it by the Declaration of Covenants, Easements, Restrictions, and Assessments and Assessment Liens for The Estates at Hoffman Farms, as recorded as Instrument No. 200405040100868, records of the Recorder of Franklin County, and all amendments thereto, including all covenants and restrictions contained in deeds or declarations recorded or to be recorded with respect to and governing uses of land in or added to the subdivision (hereinafter, "the Restrictions"). Dominion Homes, Inc. or its assigns in the capacity of developer of the subdivision is designated and shall hereinafter be referred to as "the Developer" of the subdivision.

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

ARTICLE II

MEMBERS AND VOTING

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

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

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

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

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

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

ARTICLE III

MEETINGS OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

OFFICERS AND COMMITTEES

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

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

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

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

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

ARTICLE VI

INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

NOTICES AND DEMANDS

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

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

ARTICLE VIII

AMENDMENTS

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

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

ARTICLE IX

DURATION

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

DOMINION HOMES, INC., an Ohio corporation ("Grantor"), for valuable consideration paid, hereby grants, with general warranty covenants, to THE ESTATES AT HOFFMAN FARMS ASSOCIATION, INC., an Ohio nonprofit corporation ("Grantee"), whose tax mailing address is c/o PSAM, P.O. Box 395, Grove City, Ohio 43123, the following real property:

Situated in the State of Ohio, County of Franklin and City of Hilliard:

Being Reserves "A" and "B" in THE ESTATES AT HOFFMAN FARMS, SECTION 1, PHASE 1, as the same are labeled and delineated upon the recorded plat thereof, of record in Plat Book 102, Pages 16-19, Recorder's Office, Franklin County, Ohio.

Tax Parcel Numbers: 050-009853
050-009854

SUBJECT TO all easements, restrictions, conditions, and covenants of record, all zoning ordinances, all legal highways, and all taxes and assessments not yet payable, which Grantee assumes and agrees to pay.

Prior Instrument References: Instrument 199905030110459,
Recorder's Office, Franklin County, Ohio

EXECUTED by Grantor this 14th day of May, 2007.

DOMINION HOMES, INC.,
an Ohio corporation

By: [Signature]
Joseph A. Sugar, VP - Land Acquisition

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, this 14th day of MAY, 2007, by Joseph A. Sugar, VP - Land Acquisition of Dominion Homes, Inc., an Ohio corporation, on behalf of said corporation.

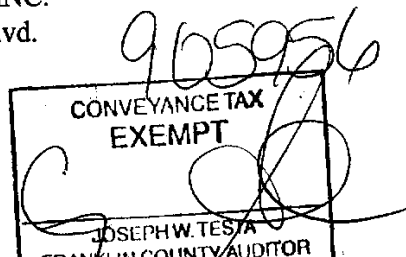


Jennifer S. Purcell, Notary Public
In and For the State of Ohio
My commission expires February 23, 2008

[Signature]
Notary Public

This Instrument Prepared By:

Joseph A. Sugar, Esq.
DOMINION HOMES, INC.
5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016



TRANSFERRED
MAY 23 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

200611280237106
Pgs: 4 \$44.00 T20060087051
11/28/2006 11:09AM BXALLIANCE TI
Robert G. Montgomery
Franklin County Recorder

QUIT CLAIM DEED

DOMINION HOMES, INC., an Ohio corporation ("Grantor"), for valuable consideration paid, hereby grants to the HOFFMAN FARMS HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation ("Grantee"), whose tax mailing address is c/o Rickert Property Management, 1695 Old Henderson Road, Suite 300, Columbus, Ohio 43220, the real property situated in the State of Ohio, County of Franklin and City of Hilliard and being two (2) parcels containing approximately 1.261 acres and 0.052 acres, respectively, as particularly described on Exhibit A attached hereto and incorporated herein.

Tax Parcel Numbers: 050-008360 and split out of 050-008358

Prior Instrument References: Instrument 200304010093242 and
Instrument 200610050200044,
Recorder's Office, Franklin County, Ohio

SUBJECT TO all easements, restrictions, conditions, and covenants of record, all zoning ordinances, all legal highways, and all taxes and assessments not yet payable, which Grantee assumes and agrees to pay.

EXECUTED by Grantor this 1st day of November, 2006.

DOMINION HOMES, INC.,
an Ohio corporation

By: [Signature]
Joseph A. Sugar, Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, this 1st day of November, 2006, by Joseph A. Sugar, Vice President of Dominion Homes, Inc., an Ohio corporation, on behalf of said corporation.

[Signature]
Notary Public

This Instrument Prepared By:

Dominion Homes, Inc.
5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016

TRANSFERRED

NOV 22 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

JANIS A. ECKSTEIN
Notary Public, State of Ohio
My Commission Expires
07-27-07

9/19/12
CONVEYANCE TAX
EXEMPT
[Signature]
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

Exhibit A

Page 1 of 2

PARCEL 1

DESCRIPTION OF 1.261 ACRES (TRACT 2) EAST OF COSGRAY RD. & NORTH OF SCIOTO AND DARBY CREEK ROAD HILLIARD, OHIO

Situate in the State of Ohio, County of Franklin, City of Hilliard and being part of Virginia Military Survey Number 6636 and being 1.261 acres out of the 107.20 acre tract of land conveyed as Parcel 5 to Mary E. Hoffman and to Banc Ohio National Bank by deeds of record in Deed Book 2888, Page 48 and O.R. 571 B13, respectively, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning, for reference, at Franklin County Engineers Monument Number 6655, located on the centerline of Cosgray Road (60 feet wide) and being N 08° 24' 11" W a distance of 1453.62 feet from Franklin County Engineers Monument Number 5540 located at the centerline intersection of Cosgray Road and Scioto and Darby Creek Road (60 feet wide) said point being the southwest corner of said 107.20 acre Parcel 5;

Thence N 08° 24' 11" W, a distance of 124.50 feet along the centerline of Cosgray Road and along the west line of said Parcel 5 to a PK Nail found at an angle point in the center of Cosgray Road;

Thence N 06° 52' 56" W, a distance of 101.61 feet along said centerline of Cosgray Road and along the west line of said Parcel 5 to a railroad spike set in the center of Cosgray Road, said point being the Point of True Beginning;

Thence N 06° 52' 56" W, a distance of 60.00 feet continuing along said centerline of Cosgray Road and along the west line of said Parcel 5 to a railroad spike set;

Thence N 83° 07' 04" E, a distance of 915.42 feet through said Parcel 5 to an iron pin and cap set;

Thence S 06° 38' 31" E, a distance of 60.00 feet through said Parcel 5 to an iron pin and cap set;

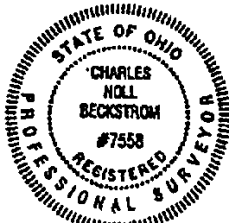
Thence S 83° 07' 04" W, a distance of 915.17 feet through said Parcel 5 to the Point of True Beginning, containing 1.261 acres, more or less, subject to all easements, restriction and rights-of-way of record.

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

Monuments set are 3/4" capped iron pins stamped "R.D. ZANDE".

The bearings use in the above are based on the Grid Bearing of N 08° 42' 15" W, from the Ohio State Plane Coordinate System, South Zone, as determined between Stations, "Frank 158" and "Frank 58" established by the Franklin County Engineer.

R.D. ZANDE AND ASSOCIATES, INC.



Charles H. Beckstrom
Professional Surveyor No. 7558 Date: 11/22/06

Approved, No Plat Required
City of Hilliard
City Engineer
By: *John R. ...* Date: 11/22/06

0-060-A
ALL OF
(050)
8360

~~060A
ALL OF
(050)
8360~~

P:\Descriptions\0392X-D-004.dwg

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: *CAC*
DATE: 11/22/06



~~0-00
1.261 Ac.
SPLIT FROM
120 Ac. Out of 05-7525
7623
(050)~~

~~Description Verified
John Circle, E., P.S.
Franklin County Engineer
Date: 11/22/06~~

~~DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: *BB*
DATE: 11/03~~



PARCEL 2

**DESCRIPTION OF A 0.052 ACRE TRACT
LOCATED EAST OF COSGRAY ROAD AND NORTH OF
SCIOTO DARBY ROAD, IN CITY OF HILLIARD, FRANKLIN COUNTY, OHIO**

Situate in the State of Ohio, County of Franklin, City of Hilliard, and lying in Virginia Military District Survey Number 6366, and being part of that 12.733 acres conveyed to Hoffman-Cosgray, LLC by deed of record in Instrument Number 200504040061673, all records herein of the Recorder's Office, Franklin County, Ohio, being bounded and more particularly described as follows;

Begin for Reference, at a monument found, referenced as Franklin County Geodetic Survey Monument Number 6655, in the centerline of Cosgray Road;

Thence the following two (2) courses and distances along the centerline of Cosgray Road;

1. North 08°24'11" West, a distance of 124.50 feet, to a point;
2. North 06°52'56" West, a distance of 161.61 feet, to a railroad spike found at the southeast corner of said 12.733 acre tract;

Thence North 83°07'04" East, a distance of 60.00 feet, along the southerly line of said 12.733 acre tract to an ¼ inch iron pipe set, being the Point of True Beginning for the herein described tract;

Thence the following three (3) courses and distances on, over and across the said 12.733 acre tract:

1. North 06°52'56" West, a distance of 30.00 feet, to a ¼ inch iron pipe set;
2. North 83°07'04" East, a distance of 75.00 feet, to a ¼ inch iron pipe set;
3. South 06°53'01" East, a distance of 30.00 feet, to a ¼ inch iron pipe set in the north line of a 1.261 acre tract conveyed to Dominion Homes, Inc. by deed of record in Instrument 200304010093242;

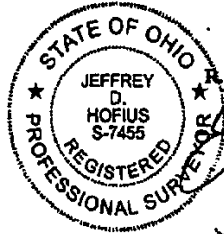
Thence South 83°07'04" West, a distance of 75.00 feet, along the line common to said 12.733 acre tract and said 1.261 acre tract, to the Point of True Beginning, containing 0.052 acres, more or less, and subject to all easements, restrictions and rights-of-way of record.

The bearings shown hereon are based on the bearing of North 06°52'56" West for the centerline of Cosgray Road, as shown and delineated on the subdivision plat of "Hoffman Farms, Section 2, Phase 1" of record in Plat Book 91, Page 56, records of the Recorder's Office, Franklin County, Ohio

All iron pipes set are ¼ inch iron pipes, 30 inches in length, with a yellow cap bearing the name "R.D. ZANDE".

0-060-A
ALL OF
(050)
10611

SPLIT .052
OUT OF
(050)
8357



R.D. ZANDE & ASSOCIATES, INC.
Jeffrey D. Hofius Date
Registered Surveyor No. S-7455

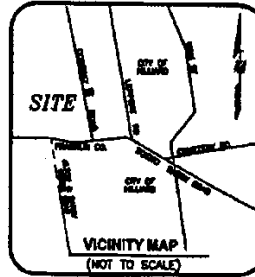
Approved, No Plat Required
City of Hilliard
City Engineer
By: Chad Spruch Date: 5/1/06

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: DRS
DATE: 4/11/06
9254 10/5/06

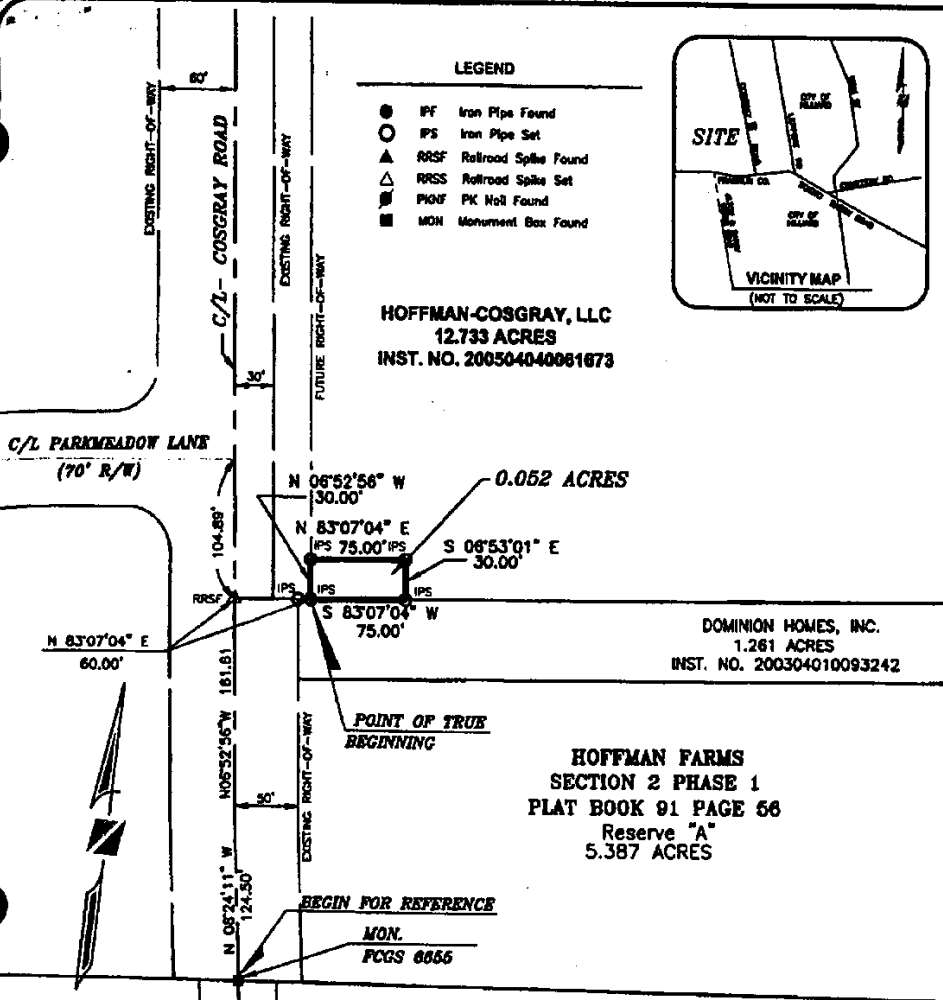
DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: CAC
DATE: 11/22/06

LEGEND

- IPF Iron Pipe Found
- IPS Iron Pipe Set
- ▲ RRSF Railroad Spike Found
- △ RRSR Railroad Spike Set
- PKGF PK Nail Found
- MON Monument Box Found



HOFFMAN-COSGRAY, LLC
12.733 ACRES
INST. NO. 200504040061673

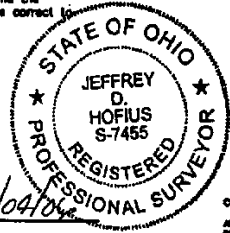


BASIS OF BEARINGS:
The bearings shown hereon are based on the bearing of North 06°52'56" West for the centerline of Cosgray Road, as shown and delineated on the subdivision plat of Hoffman Farms, Section 2, Phase 1" of record in Plat Book 91, Page 56, records of the Recorder's Office, Franklin County, Ohio.

FLOOD ZONE:
The subject property lies in Zone K (area determined to be outside the 500 year floodplain), as determined by graphic interpolation from the Flood Insurance Rate Map Number 39046C 0118 G, with an effective date of August 2, 1995 published by the Federal Emergency Management Agency.

CERTIFICATION:
I hereby certify that this survey shown on the attached plot was prepared from an on the ground survey on March 2005 made under my direct supervision and that it and the information, courses and distances as shown are correct to the best of my knowledge.

R. D. ZANDE & ASSOCIATES, INC.



[Signature]
Jeffrey D. Hofius
Professional Surveyor No. S-7455

- NOTES:**
- This survey does not represent any easements that may affect the subject parcel.
 - This survey does not represent any underground utilities that may affect the subject parcel.
 - All iron pins set are 3/4 inch iron pipes, 30 inches in length, with a yellow cap bearing the name "R. D. ZANDE".

Survey of
0.052 acres
lying in
Survey No. 6366
Virginia Military District
City of Hilliard, County of Franklin, Ohio

Prepared by:
R.D. Zande & Associates
1600 LAKE SHORE DRIVE
SUITE 100
COLUMBUS, OHIO 43204
(614) 486-4363 1-800-340-8743
FAX (614) 486-4367

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ALL RIGHTS RESERVED. ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTER PLANS, FIELD NOTES, NOTES, RECORDS, AND OTHER FEES PROVIDED BY R. D. ZANDE & ASSOCIATES, INC. (ZANDE) ARE INSTRUMENTS OF SERVICE AND SHALL BE PROPERTY. THE USE OF THESE DATA BY ZANDE'S CLIENT IS LIMITED TO ALL OF THE SCOPE, CONDITIONS AND LIMITATIONS SET FORTH IN THE AGREEMENT BETWEEN SUCH CLIENT AND ZANDE. ANY OTHER USE IS PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF ZANDE.

TRANSFER
NOT NECESSARY

FEB 10 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



201102100020755

Pgs: 3 \$36.00 T20110210165
02/10/2011 8:16AM MLDOMINION HO
Daphne Hawk
Franklin County Recorder

**FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR THE
ESTATES AT HOFFMAN FARMS, SECTION 3**

THIS FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR THE ESTATES AT HOFFMAN FARMS (the "Fourth Supplemental Declaration") is made as of the 9th day of FEBRUARY, 2011 by DOMINION HOMES, INC., an Ohio corporation ("Declarant").

WHEREAS, on May 4, 2004, Declarant filed that certain Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for the Estates at Hoffman Farms recorded at Instrument Number 200405040100868, as supplemented by that certain First Supplemental Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for the Estates at Hoffman Farms filed on January 3, 2005, recorded at Instrument Number 200501030000218, and as further as supplemented by that certain Second Supplemental Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for the Estates at Hoffman Farms filed on April 8, 2005, recorded at Instrument Number 200504080065388, and as further as supplemented by that certain Third Supplemental Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for the Estates at Hoffman Farms filed on October 4, 2005, recorded at Instrument Number 200510040208003; all references being to the office of the Recorder, Franklin County, Ohio (collectively the "Declaration");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit to any such property to the covenants, easements, conditions, restrictions, and provisions of the Declaration;

WHEREAS, the Declarant is the owner of all the real property located in Franklin 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 provisions of the Declaration; and

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

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

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

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

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

IN WITNESS WHEREOF, the Declarant has caused the execution of this Fourth Supplemental Declaration as of the date first above written.

DOMINION HOMES, INC.
an Ohio corporation
By: Matthew J. Callahan
Matthew J. Callahan
V.P. of Land Development

STATE OF OHIO : SS:
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 9th day of February, 2011 by Matthew J. Callahan, the V.P. of Land Development of Dominion Homes, Inc., an Ohio corporation on behalf of the corporation.

Aimee Etterling
Notary Public

This instrument prepared by
Catherine A. Cunningham, Esq.
BRAHM & CUNNINGHAM, LLC
145 E. Rich Street
Columbus, OH 43215



AIMEE ETTERLING
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires: May 4, 2013

EXHIBIT A

Situated in the State of Ohio, County of Franklin and in the City of Hilliard and described as follows :

Being Lot Numbers 233 through 241, inclusive, and Lot Numbers 277 through 287, inclusive, and Reserves "D, E, F and G," respectively, of The Estates at Hoffman Farms, Section 3, as the same are numbered, labeled and delineated upon the recorded plat thereof, of record in Plat Book 113, Pages 95 and 96 of the records of the Recorder's Office, Franklin County, Ohio.

cut for recording
10/3/05

**THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR
THE ESTATES AT HOFFMAN FARMS, SECTION 2, PHASE 3, 4, and 5**

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR THE ESTATES AT HOFFMAN FARMS (the "**Third Supplemental Declaration**") is made as of the 3rd day of October, 2005 by DOMINION HOMES, INC., an Ohio corporation ("**Declarant**").

WHEREAS, on May 4, 2004, Declarant filed that certain Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for The Estates at Hoffman Farms recorded at Instrument Number 200405040100868, as supplemented by that certain First Supplemental Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for The Estates at Hoffman Farms filed on January 3, 2005, recorded at Instrument Number 200501030000218, and as further as supplemented by that certain Second Supplemental Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for The Estates at Hoffman Farms filed on April 8, 2005, recorded at Instrument Number 200504080065388; all references being to the office of the Recorder, Franklin County, Ohio (collectively the "**Declaration**");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions, restrictions, and provisions of the Declaration;

WHEREAS, the Declarant is the owner of all the real property located in Franklin 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, provisions of the Declaration; and

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

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


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

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

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

IN WITNESS WHEREOF, the Declarant has caused the execution this Third Supplemental Declaration as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

By: 
Joseph A. Sugar III,
Vice President-Land Acquisition

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 3RD day of October, 2005, by Joseph A. Sugar III, Vice President-Land Acquisition of Dominion Homes, Inc., an Ohio corporation on behalf of the corporation.



Notary Public



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

This instrument prepared by:
T.A. Ward II, Esq.
Dominion Homes, Inc.
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016

EXHIBIT A

Situated in the State of Ohio, County of Franklin and in the City of Columbus:

Being Lot Numbers 141 through 149, inclusive, 206 through 214, inclusive, and 216 through 224, inclusive in The Estates at Hoffman Farms, Section 2, Phase 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 106, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

Being Lot Numbers 150 through 169, inclusive, 225 through 232, inclusive, and Reserve "C" in The Estates at Hoffman Farms, Section 2, Phase 4, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 106, Pages 86 and 87, Recorder's Office, Franklin County, Ohio.

Being Lot Numbers 116 through 125, inclusive, 170 through 180, inclusive, 184 through 204, inclusive, and 215 in The Estates at Hoffman Farms, Section 2, Phase 5, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 106, Pages 88 and 89, Recorder's Office, Franklin County, Ohio.

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR
THE ESTATES AT HOFFMAN FARMS, SECTION 2, PHASE 2**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR THE ESTATES AT HOFFMAN FARMS (the "Second Supplemental Declaration") is made as of the 31st day of March, 2005 by DOMINION HOMES, INC., an Ohio corporation ("Declarant").

WHEREAS, on May 4, 2004, Declarant filed that certain Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for The Estates at Hoffman Farms recorded at Instrument Number 200405040100868 in the office of the Recorder, Franklin County, Ohio, as supplemented by that certain First Supplemental Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for The Estates at Hoffman Farms recorded at Instrument Number 200501030000218 in the office of the Recorder, Franklin County, Ohio (collectively the "Declaration");

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions, restrictions, and provisions of the Declaration;

WHEREAS, the Declarant is the owner of all the real property located in Franklin 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, provisions of the Declaration; and

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

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

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

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

PLIANCE TITLE BOX

TRANSFERRED
NOT NECESSARY
APR 08 2005
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

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

IN WITNESS WHEREOF, the Declarant has caused the execution this Second Supplemental Declaration as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 31st day of March, 2005, by Robert A. Meyer Jr., the Senior Vice President of Dominion Homes, Inc., an Ohio corporation on behalf of the corporation.

Deborah A. Sekerak
Notary Public



Deborah A. Sekerak
Notary Public, State of Ohio
My Commission Expires
November 26, 2007

This instrument prepared by:
T.A. Ward II, Esq.
Dominion Homes, Inc.
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016

EXHIBIT A

Situated in the State of Ohio, County of Franklin and in the City of Columbus:

Being Lot Numbers 87 through 102, inclusive, 126 through 140, inclusive, and 205 in The Estates at Hoffman Farms, Section 2, Phase 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 105, Pages 66 and 67, Recorder's Office, Franklin County, Ohio.

**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR
THE ESTATES AT HOFFMAN FARMS**

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR THE ESTATES AT HOFFMAN FARMS (the "First Supplemental Declaration") is made as of the 29th day of December 2004 by DOMINION HOMES, INC., an Ohio corporation ("Declarant").

WHEREAS, on May 4, 2004 Declarant filed that certain Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for The Estates at Hoffman Farms (the "Declaration") recorded at Instrument Number 200405040100868 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to annex additional property and to submit any such property to covenants, easements, conditions, restrictions, and provisions of the Declaration;

WHEREAS, the Declarant is the owner of all the real property located in Franklin 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, provisions of the Declaration; and

WHEREAS, the real property described in Exhibit A is Additional Property as such term is defined in the Declaration;

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

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

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

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

20050103000218
Pg: 3 \$40.00 T2005000067
01/03/2005 9:10AM EXALLIANCE TI
Robert G. Montgomery
Franklin County Recorder

TRANSFER
NOT NECESSARY
JAN 3 2005
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

ALLIANCE TITLE BOX

IN WITNESS WHEREOF, the Declarant has caused the execution this First Supplemental Declaration as of the date first above written.

DOMINION HOMES, INC.,
an Ohio corporation

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

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 29th day of December 2004, by Robert A. Meyer Jr., the Senior Vice President of Dominion Homes, Inc., an Ohio corporation on behalf of the corporation.

T.A. Ward II
Notary Public



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

This instrument prepared by:
T.A. Ward II, Esq.
Dominion Homes, Inc.
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016

EXHIBIT A

Situated in the State of Ohio, County of Franklin and in the City of Hilliard:


Being Lot Numbers 51 through 66, and 69 through 84, inclusive, in The Estates at Hoffman Farms Section 2 Phase 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 105, Pages 58 and 59, Recorder's Office, Franklin County, Ohio.



200405040100868
 Pag: 23 \$196.00 T20040039736
 05/04/2004 11:21AM BXALLIANCE TI
 Robert G. Montgomery
 Franklin County Recorder

ALLIANCE TITLE COX

DECLARATION OF COVENANTS
 EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS
 FOR
 THE ESTATES AT HOFFMAN FARMS

CONVEYANCE TAX
 EXEMPT

 JOSEPH W. TESTA
 FRANKLIN COUNTY AUDITOR

TRANSFERRED
 NOT NECESSARY
 MAY 04 2004
 JOSEPH W. TESTA
 AUDITOR
 FRANKLIN COUNTY, OHIO