

CODE OF REGULATIONS

(BYLAWS)

OF

WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION

Article 1
Membership

¶1.1. Admission to Membership. All Lot owners, as that term is defined in the Declaration of Covenants, Easements, Restrictions and Assessments for WEDGEWOOD SECTION #11, filed for record in Official Record Volume 447, Page 97, Recorder's Office, Delaware County, Ohio, and all Lot owners, as that term is to be defined in the Declaration of Covenants, Easements, Restrictions and Assessments for WEDGEWOOD SECTION #12, to be recorded in the Recorder's Office, Franklin County, Ohio, (hereinafter referred to as the "Property"), such additions thereto as may hereafter be annexed thereto pursuant to the provisions of said Declaration, shall automatically become members of WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION (hereinafter referred to as "WOA") upon the commencement of their ownership. Until such time as all lots in the Property have been sold to persons other than VIRGINIA HOMES, LTD., VIRGINIA HOMES, LTD. shall be a member of WOA. Such members by virtue of their ownership and VIRGINIA HOMES, LTD. for so long as it is a member of WOA are hereinafter referred to as "members" in the plural and a "member" in the singular.

In addition, the trustees (whether initial trustees or other trustees), while acting as trustees, shall constitute voting members of a class within the meaning of Ohio Revised Code Section 1702.38(C) (or any corresponding provision of any other Ohio statute), and are hereinafter referred to as "trustee-members" in the plural and a "trustee-member" in the singular. Trustee-members, as such, shall have none of the rights, privileges, duties, or obligations conferred or imposed upon a member, other than the right to vote in the manner and for the purposes specifically set forth in Article 8 of these regulations; but the foregoing shall not be construed as limiting in any manner the rights privileges, duties, and obligations that are conferred or imposed upon a trustee-member in his capacity as a trustee or as a member by virtue of his ownership, if he be such.

¶1.2. Termination of Membership. Membership shall automatically terminate at the time and in the manner provided in ¶1.1. Whenever any other member ceases to be an Owner of any part of the Property, his membership shall automatically terminate. In addition, if the Board of Trustees, by a vote of two-thirds of the trustees present at any meeting of the Board of Trustees, determines that a member has failed to abide by, or perform the duties and obligations imposed upon him by the restrictions, conditions, covenants, rules or regulations of or owing to WOA, has engaged in other acts or conduct detrimental to the purposes of WOA, the rights and privileges, but not the duties and obligations, of his membership shall thereupon and thereafter be suspended, unless and until the Board of Trustees by a two-thirds vote of the trustees present at any meeting of the Board of Trustees shall reinstate such rights and privileges of membership.

¶1.3. Annual Meeting. The annual meeting of the members shall be held no later than May 31st of each calendar year, on a day and at an hour, and a location as established from time to

time by the Trustees. Notice of the Annual Meeting shall be given not less than thirty (30) days prior to said meeting. If for any reason the election of trustees is not held at any annual meeting at which such an election was to take place, or any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members as soon thereafter as is convenient. At any such special meeting the voting members may elect trustees and transact any other business with the same effect as at an annual meeting.

¶1.4. Special Meetings. A special meeting of the members may be called by the President, or, in case of the President's absence, death, or disability, by the Vice President authorized to exercise the authority of the president, or by a majority of the trustees acting with or without a meeting, or by 50 percent of the members. Upon delivery to the President or Secretary, or to anyone specifically designated by the Board of Trustees to receive the same, of a request in writing for a meeting, it shall be the duty of the officer or person to whom the request is delivered to give notice to the members of such meeting. Said request shall specify the objects or purposes of and the date and hour for such meeting. The date shall be at least 10 but not more than 30 days after receipt of the request. If, upon such a request such officer or person does not within 15 days thereafter call the meeting, the persons making such request may call it by giving notice as provided in ¶1.16, or by causing it to be given by any designated representative.

¶1.5. Place of Meetings. All meetings of the members shall be held at such place or places within Delaware or Franklin County, Ohio as may from time to time be fixed by the Board of Trustees, or if not so fixed, then as shall be specified in the respective notices or waiver of notice thereof.

¶1.6. Notice of Meetings. Notices of annual meetings and all other corporate notices shall be delivered or mailed to each member at his residence in WEDGEWOOD SECTION 11 & 12 or such other designated residence as it appears on the records of WOA.

Except as otherwise required by law, notice of the annual meetings of the members shall, not more than 60 days but less than 30 days before the date specified for the meeting, be given by the President or Secretary, or by anyone specifically designated by the Board of Trustees to give such notice, to each member entitled to notice of the meeting, by delivering or mailing one written or printed notice thereof to each residence. If the Board of Trustees has determined the date or dates for any other meeting of the members, then the notice of the annual meeting may also include those dates, and, if such dates are included, then no other notice shall be required for such meetings. Except if and when expressly required by law, no publication of any notice of the annual meeting of the members shall be required. No person becoming a member less than 30 days prior to any meeting of the members shall be entitled to notice of such meeting.

Notice of the adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

¶1.7. Waiver of Notice. Any member, either before or after any meeting, may waive any notice thereof required by law, the Articles of Incorporation, or these Regulation. Waivers must be in writing and filed with or entered upon the records of the meeting. Notice of a meeting will be deemed to have been waived by any member who attends such meeting and who does not, before or at the commencement of the meeting, protest the lack of proper notice.

¶1.8. Organization. At each meeting of the members, the President, or, in his absence, the Vice President, or, in the absence of both, a Chairman chosen by a majority of the voting members present and entitled to vote, shall act as Chairman, and the Secretary, or, in his absence, any person whom the Chairman of the meeting appoints, shall act as Secretary of the meeting.

¶1.9. Voting. For so long as VIRGINIA HOMES, LTD. is a member it shall be entitled to one vote for each lot that it owns on each matter properly submitted to the voting members for their vote. In addition, the Owners of each lot in WEDGEWOOD SECTION 11 & 12 shall collectively be entitled to one vote allocated to that lot on each matter properly submitted to the voting members for their vote. The Board of Trustees may make such rules and regulations, not inconsistent with the terms of the Articles of Incorporation or these regulations, as it deems advisable, in its sole discretion, for any meeting of members, in regard to proof of membership in WOA, evidence of the right to vote, registration of members for voting purposes, and such other matters concerning the conduct of voting. WOA shall have no duty nor responsibility to determine which Owner of a lot shall be entitled to vote. If the Owner of any lot cannot jointly agree as to which of them shall be entitled to exercise the vote allocated to that lot, the right to vote shall be forfeited by the Owners of such lot.

Not more than 60 days but at least 10 days prior to any meeting at which the members are to elect one or more Trustees, one ballot shall be mailed to each living unit known by WOA to be occupied, which ballot shall contain the names of those members nominated for election as Trustee by the nominating committee as provided in ¶2.2 and the date of the meeting, which shall be the last date upon which the Board of Trustees shall accept ballots for counting. Such ballots may be cast by mail or in person at the meeting.

Voting on all matters other than the election of Trustees shall be done only in person at meeting of the members. Upon the request of any member a vote shall be by written ballot. Otherwise, votes at any meeting of the members on matters other than the election of Trustees shall be made orally.

¶1.10. New Members. Any person entitled to membership shall make such fact known to WOA by completing and returning to any members such form for any person entitled to membership who, because of age or infirmity, is unable or incompetent to complete such form.

Article 2 Trustees

¶2.1. Powers of Board of Trustees. The powers of WOA shall be exercised, its business and affairs shall be conducted, and its property shall be controlled by, the Board of Trustees, except as may otherwise be provided by the law of Ohio, the Articles of Incorporation or these Regulations. Such powers of the Board of Trustees shall include, but not be limited to, the exclusive authority to determine the amount of all assessments and charges to be levied by WOA and the amount of all expenditures to be made by it.

¶2.2. Number and Qualification. There shall be three Trustees. As used in this Article 2, "Initial Trustee" denotes both the Three Trustees designated in the Initial Articles of Incorporation and any persons elected pursuant to ¶2.6 to complete the unexpired original terms of office of any such designated Trustees who resign or are unable to complete their initial terms of office. The Initial Trustees need not be members of WOA. All other Trustees must be members of WOA and if

any such other Trustee ceases to be a member of WOA or if his rights and privileges as a member of WOA shall be suspended pursuant to ¶1.2 of these Regulations, he shall thereupon immediately cease to be a Trustee.

Prior to an annual meeting at which the voting members are to elect one or more Trustees, the President, with the approval of the Board of Trustees, shall appoint a Nominating Committee, composed of three members. The Nominating Committee shall select at least one nominee for each vacancy.

The Nominating Committee shall announce to the members prior to the annual meeting the name of the nominees, and shall cause them to be nominated at the annual meeting. Additional nominations shall be received from the floor at the annual meeting.

¶2.3. Compensation and Expenses. No Trustee shall receive compensation for such service he may render to the WOA as a Trustee. Notwithstanding the foregoing, however, Trustees may be reimbursed for their out-of-pocket expenses incurred in the performance of their duties, if such reimbursement is authorized by the Board of Trustees; and, if serving WOA in any capacity other than that of Trustee, they may be compensated therefore.

¶2.4. Election and Term of Office. The Initial Trustees shall hold office until their successors are elected as provided in this ¶2.4.

At the first annual meeting after 75% of the Assessable Units of the WEDGEWOOD SECTION 11 & 12 (as defined in the Declaration of Covenants, Easements, Restrictions and Assessments for WEDGEWOOD SECTION 11 & 12 referred to in ¶1.1) have been occupied, the voting members shall elect three Trustees to succeed the Initial Trustees as set forth in Article Five of the Articles of Incorporation. The Trustees so elected shall serve for terms of one year and, as their terms expire, successors shall be elected by the voting members to one-year terms.

At each meeting of the members for the election of Trustees the number of persons receiving the greatest number of votes shall be deemed Elected Trustees, regardless of whether or not such persons receive the votes of the majority of the members present.

Notwithstanding the above, VIRGINIA HOMES, LTD. shall have the right, at its discretion, to remove the initial Board of Trustees and relinquish control of the Board of Trustees to the then Lot owners of WEDGEWOOD SECTION 11 & 12.

¶2.5. Resignations. Any Trustee may resign by giving written notice to any officer. Such resignation shall take effect at the time specified therein and the acceptance of a resignation shall not be necessary to make it effective.

¶2.6. Vacancies. A vacancy in the Board of Trustees created by the death or resignation, of an Initial Trustee shall be filled by a majority vote of the remaining Initial Trustees, or if there are none, by a majority vote of the other Trustees. Any vote under this ¶2.6 shall be valid whether or not the number of Trustees voting constitutes a quorum. A vacancy in the Board of Trustees created by the death or resignation of a Trustee other than an Initial Trustee shall be filled by a majority vote of the members of WOA. A Trustee elected under this ¶2.6 shall be deemed to be elected for a term equal to the unexpired portion of the terms for which the vacating Trustee was elected.

¶2.7. Quorum and Manner of Acting. A majority of the Trustees holding office at the time of any meeting of the Board of Trustees must be present in person at such meeting in order to constitute a quorum for the transaction of business. This quorum requirement may from time to time be increased or decreased by the Board of Trustees, provided that such increase or decrease shall not be effective for the meeting at which such action is taken. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees unless greater proportion is required by the laws of Ohio, the Articles of Incorporation or these Regulations. In the absence of a quorum, a majority of those present may adjourn a meeting from time to time until a quorum is had. The Trustees shall act only as a Board. Individual Trustees shall have no power or authority, as such, to act on behalf of the Corporation.

¶2.8. Organization and Place of Meeting. At each meeting of the Board of Trustees, the President, or in his absence, the Vice President, or, in the absence of both, a Chairman chosen by a majority of the Trustees present, shall act as Chairman, and the Secretary, or, if the Secretary is not present, any person whom the Chairman of the meeting shall appoint, shall act as Secretary of the meeting. The meetings of the Board shall be held at such place or places within the State of Ohio as may from time to time be fixed by the Board of Trustees, or as shall be specified or fixed in the respective notices or waivers of notice thereof.

¶2.9. Regular and Special Meetings. Regular meetings of the Board of Trustees shall be held at such times and places as the Board of Trustees shall decide. Special meetings of the Board of Trustees shall be held whenever called by the President, by any two Trustees, or by the written request of one-fourth of the Association membership.

Every trustee shall furnish the Secretary with an address at which notice of meetings and all other corporate notices may be served on or mailed to him. Unless waived before, at, or after the meeting as hereinafter provided, notice of each meeting shall be given by the President or the persons calling such meetings to each Trustee in any of the following ways.

- (a) By orally informing him of the meeting in person or by telephone not later than two days before the date of the meeting.
- (b) By personal delivery to him not later than two days before the date of the meeting of written notice thereof.
- (c) By mailing written notice to him, or by sending notice to him by telegram, cablegram, or radiogram, postage or other costs prepaid, addressed to him at the address furnished by him to the secretary or to such other address as the person sending the notice shall know to be correct. Such notice shall be posted or dispatched a sufficient length of time before the meeting so that in the ordinary course of the mail or the transmission of telegrams, cablegrams or radiograms, delivery thereof normally be made to him not later than two days before the date of the meeting.

Unless otherwise required by the Articles of Incorporation, by these Regulations, or by the laws of the State of Ohio, the notice of any meeting need not specify the purpose or purposes thereof. Notice of any meeting of the Board may be waived by any Trustee, either before, at, or after the meeting, in writing, or by telegram, cablegram, or radiogram. Notice of any meeting will be deemed to have been waived by any trustee who attends such meeting and who does not, before or

at the commencement of the meeting, protest the lack of proper notice. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

¶2.10. Action in Writing in Lieu of Meeting. Any action which by virtue of any provision of the laws of Ohio, the Articles of Incorporation, or these Regulations may be taken at a meeting of the Trustees, may be taken without a meeting if authorized by a writing signed by all the Trustees.

¶2.11. Meetings through Communications Equipment. Meetings of the Board of Trustees may be held through any communication equipment provided that all persons participating in the meeting can hear each other. Persons participating through communications equipment shall be considered for purposes of these Regulations and all other purposes as present at any meeting held pursuant to this ¶2.11.

Article 3 **Officers**

¶3.1. Numbers and Titles. The officers of WOA shall be a President, one or more Vice Presidents, if needed, a Treasurer, one or more Assistant Treasurers, if needed, a Secretary, and one or more Assistant Secretaries, if needed. If there is more than one Vice President, the Board may, in its discretion, establish designations for the Vice Presidencies so as to distinguish them as to their functions or their order. Any person may hold two or more offices and perform the duties thereof, except that no person may be a Vice President, Secretary or Assistant Secretary while he is President, and no person may at the same time be Treasurer and an Assistant Treasurer or Secretary and an Assistant Secretary. If one person is elected to the offices of Secretary and Treasurer, he shall be known as the Secretary-Treasurer, and all of the duties and authority assigned to, and all of the references made to, both the Secretary and Treasurer in these regulations shall apply to the Secretary-Treasurer. The Board of Trustees shall have the discretion to determine from time to time the number of vice presidents that WOA shall have, whether or not Assistant Treasurers and Assistant Secretaries are needed, and, if so, the number of Assistant Treasurers and Assistant Secretaries WOA shall have.

¶3.2. Election, Terms of Office, Qualifications, and Compensation. The officers, none of whom need be members of WOA, shall be elected by the Board of Trustees and shall hold office for a term of one year and until their successors are elected and qualified, or, if interim officers, are elected, until their successors are elected and qualified. the Board of Trustees shall hold annual elections of officers. The qualifications of all officers shall be such as the Board of Trustees may establish. The Board of Trustees shall fix the compensation, if any, of each officer.

¶3.3. Additional Officers, Agents, Etc.. In addition to the officers mentioned in ¶3.1, WOA may have such other officers, agents, and committees as the Board of Trustees may deem necessary and may appoint, each of whom or each member of which shall hold office for such period, have such authority, and perform such duties as may be provided in these Regulations, or as may, from time to time, be determined by the Board. The Board of Trustees may delegate to any officer or committee the power to appoint any subordinate officers, agents, or committees. In the absence of any officer, or for any other reason the Board of Trustees may deem sufficient, the Board of Trustees may delegate, for the time being the powers and duties, as any of them, of such officer to any other officer, or to any Trustee.

¶3.4. Removal. Any officer may be removed, either with or without cause, at any time, by the affirmative vote of two-thirds of the members of the Board of Trustees present at any meeting, the notices (or waivers of notices) of which shall have specified that such removal action was to be considered. Any officer appointed by an officer or committee to which the Board shall have delegated the power of appointment may be removed, either with or without cause, by the committee or officer (including successors) who made the appointment, or by any committee or officer upon whom such power of removal may be conferred by the Board of Trustees.

¶3.5. Resignations. Any officer, except one serving under a contract of employment which does not permit such resignation, may resign at any time by giving written notice to the Board of Trustees, the President, or the Secretary. Any such resignation shall take effect at the time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

¶3.6. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise shall be filled in the manner prescribed for regular appointments or elections to such office.

¶3.7. Powers, Authority, and Duties of Officers. Officers shall have the powers and authority conferred and the duties prescribed by law, in addition to those specified or provided for in the other sections of this Article 3.

¶3.8. The President. Subject to the control of the Board of Trustees, the President shall have and exercise general supervision over the conduct of WOA's affairs and over its other officers; employ, direct, fix the compensation of, discipline, and discharge its personnel; employ agents, managers, professional advisers and consultants; and perform all other functions necessary and appropriate to accomplish the proper management of the affairs of WOA. He may sign, execute, and deliver in the name of WOA all deeds, mortgages, bonds, contracts, and other instruments either when specially authorized by the Board of Trustees or when required or deemed necessary or advisable by him in the ordinary conduct of WOA's normal operations, except in cases where the signing and execution thereof shall be expressly delegated by these regulations or by the Board to some other officer or agent of WOA or shall be required by law or otherwise to be signed or executed by some other officer or agent. He may cause the seal of WOA, if any, to be fixed to any instrument. He shall, in general, perform all duties incident to the office of the President and such other duties as from time to time may be assigned to him by the Board of Trustees.

¶3.9. The Vice Presidents. The Vice Presidents, if any, shall perform such duties as may be assigned to them, individually or collectively, by the Board of Trustees or by the President. In the absence or disability of the President, one or more of the Vice Presidents, as designated by the President or the Board of Trustees, may perform such duties to the President as the President or Board of Trustees may designate.

¶3.10. The Treasurer. If required by the Board of Trustees, the Treasurer shall give bond for the faithful discharge of his duties in such penal sum and with such sureties as the Board of Trustees shall determine. He shall:

- (a) Have the right to require from time to time reports or statements giving such information as he may desire with respect to any and all financial transactions of WOA from the officers, employees, or agents transacting the same;

- (b) Keep or cause to be kept, at the principal office or at such other office or offices of WOA as the Board of Trustees shall from time to time designate, correct records of the moneys, affairs, and transactions of WOA, and exhibit those records to any trustee of WOA upon application at such office;
- (c) Render or cause to be rendered to the Board of Trustees or to the President whenever requested an account of WOA's financial affairs and of all his transactions as Treasurer; and,
- (d) As soon as practicable after the close of each fiscal year, make or cause to be made a report of WOA's financial affairs and all of his transactions as Treasurer during the fiscal year, which report shall be submitted to the Board of Trustees and a copy mailed to each living unit in WEDGEWOOD SECTION 11 & 12 known by him to be occupied.

The Treasurer shall have authority, with the approval of the Board of Trustees, to employ a firm of Certified Public Accountants to prepare, or assist in the preparation of, any and all reports required to be made by the Treasurer.

¶3.11. The Secretary. The Secretary shall:

- (a) Keep the minutes of all meeting of the members and of the Board of Trustees in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with these Regulations or as required by law; and
- (c) In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Trustees or the President.

¶3.12. The Assistant Secretaries. The Assistant Secretaries, if any, shall perform such duties as from time to time may be assigned to them, individually or collectively, by the Board of Trustees, by the President, or by the Secretary. In the absence or disability of the Secretary, one or more of the Assistant Secretaries may perform such duties of the Secretary as the Secretary, the President, or the Board of Trustees may designate.

Article 4

Indemnification of Trustees, Officers, and Others

¶4.1. Indemnification; Actions by Others. WOA may indemnify or agree to indemnify any person 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, other than an action by or in the right of WOA, by reason of the fact that he is or was a Trustee or Officer of WOA, or is or was serving at the request of WOA as a Trustee, Director, Officer, Employee, or Agent of another Corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed

to the best interests of WOA, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of WOA, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

¶4.2. Indemnification: Actions by or in the Right of WOA. WOA may indemnify or agree to indemnify any person who has or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of WOA to procure a judgment in its favor by reason of the fact that he is or was a Trustee or Officer of WOA, or is or was serving at the request of WOA as a Trustee, Director, Officer, Employee, or Agent of another Corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of WOA, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to WOA unless and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense as the Court of Common Pleas or such other court shall deem proper.

¶4.3. Successful Defense. To the extent that a person specified in ¶¶4.1 or 4.2 has been successful on the merits or otherwise in defense of any action, suit, or proceedings referred to in ¶¶4.1 or 4.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

¶4.4. Specific Case Determinations. Any indemnifications under ¶¶4.1 and 4.2, unless ordered by a court, shall be made by WOA only as authorized in the specific case upon a determination that indemnification of the person specified in ¶¶4.1 or 4.2 is proper in the circumstances because he has met the applicable standard of conduct set forth in ¶¶4.1 and 4.2. Such determination shall be made (1) by a majority vote or a quorum consisting of Trustees of WOA who were not and are not parties to or threatened with any such action, suit, or proceeding, or (2) if such a quorum is not attainable, or if a majority of a quorum of disinterested Trustees 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 WOA, or any person to be indemnified within the past five years, of (3) by the members, or (4) by the Court of Common Pleas or the court in which such action, suit, or proceedings was brought. Any determination made by the disinterested Trustees under this ¶4.4 or by independent legal counsel under this ¶4.4 shall be promptly communicated to the person, if any, who threatened or brought the action or suit by or in the right of WOA under ¶4.2, and within ten days after receipt of such notification, such person shall have the right to petition the Court of Common Pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

¶4.5. Advance Payment. Expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to in ¶¶4.1 and 4.2, may be paid by WOA in advance of the final disposition of such action, suit, or proceedings as authorized by the Trustees in the specific case upon receipt of an undertaking by or on behalf of the persons specified in ¶4.1 or 4.2 to pay such amount unless it shall ultimately be determined that he is entitled to be indemnified by WOA as authorized by this article.

¶4.6. Non-Exclusive. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation or these Regulations or any Agreement, vote of members or disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to serve in a capacity hereinabove specified, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

¶4.7. Insurance. WOA may purchase and maintain insurance on behalf of any person specified in ¶¶4.1 or 4.2 against any liability asserted against him and incurred by him in any such capacity, or rising out of his status as such, whether or not WOA would have the power to indemnify him against such liability under this article.

¶4.8. Other Entities. For purposes of this article, references to WOA include all constituent corporations in a consolidation or merger, and the new or surviving corporation so that any person who is or was serving in a capacity hereinabove specified shall stand in the same position under this article with respect to the new or surviving corporation as he would if he had served the new or the surviving corporation in the same capacity.

Article 5 **Membership Cards**

¶5.1. The Board of Trustees may (but shall not be obligated to) provide for the issuance of cards, certificates, or other evidence of membership in WOA, which shall be in such form as may be determined by the Board of Trustees. The name and address of each member, and the date of issuance of the card, certificate, or other evidence of membership shall be entered on the records of WOA. The Board of Trustees may charge each member a nominal fee to cover the cost of their issuance. If any card, certificate, or other evidence of membership shall be lost, mutilated or destroyed, a new one may be issued therefore upon such terms and conditions as the Board of Trustees may determine or prescribe.

Article 6 **Seal**

¶6.1. The Board of Trustees may adopt and alter a corporate seal, and use the same or a facsimile thereof, but failure to affix the corporate seal, if any, shall not affect the validity of any instrument.

Article 7
Amendment of Articles and Regulations

¶7.1. The Articles of Incorporation and these Regulations may be amended, added to, repealed, or superseded by new Articles of Incorporation or by new Regulations (as the case may be) at any annual or special meeting of the members if in the notice (or waivers of notice) of which the intention to consider such amendment, addition, repeal, or supersedure is stated, by the affirmative vote of a majority of the members present and entitled to vote.

Article 8
Certain Transactions with Trustees and Officers

¶8.1. A Trustee or Officer of the WOA shall not be disqualified by his office from dealing with the WOA as a vendor, purchaser, employee, agent, or otherwise, and no contract or transaction shall be void or voidable or in any way affected with respect to the WOA for the reason that it is between the WOA and one or more of its Trustees or Officers, or between the WOA and any other corporation, trust, partnership or other organization in which one or more of its Trustees or Officers are Directors, Trustees, partners, or Officers, or have a financial or personal interest, or for the reason that one or more interested Trustees or Officers participate in or vote at the meeting of Trustees or a committee thereof which authorizes such contract or transaction, if in any such case (a) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or known to the Trustees or a committee thereof and the Trustees or a committee thereof, in good faith reasonably justified by such factors, authorize or ratify the contract or transaction by the affirmative vote of a majority of the disinterested Trustees, even though the disinterested Trustees constitute less than a quorum, or (b) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the voting members entitled to vote thereon and the contract or transaction is specifically approved or ratified at a meeting of the voting members held for such purpose by the affirmative vote of a majority of the voting power of the WOA held by persons not interested in the contract or transaction, or (c) the contract or transaction is fair as to the WOA as of the time it is authorized or approved or ratified by the Trustees, or a committee thereof, or by the voting members. Without limiting or qualifying the foregoing, if in any judicial or other inquiry, suit, cause, or WOA or the WOA acting through its Trustees has acted in good faith in material, then notwithstanding any statute or rule of law or of equity to the contrary (if any there be), his or its good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

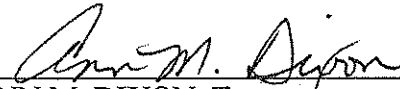
For purposes of the preceding paragraph, common or interested Trustees may be counted in determining the presence of a quorum at a meeting of the Trustees or committee thereof which authorizes or ratifies the contract or transaction.

[End of Code of Regulations]

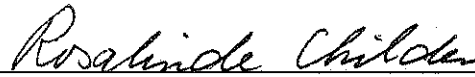
Approved this 24th day of February, 2004.



CHARLES E. RUMA, Trustee



ANN M. DIXON, Trustee



ROSALINDE CHILDERS, Trustee

WEDGEWOOD SECTION #11

INDEX200300078864
STEWART TITLE BOX

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**DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENTS FOR WEDGEWOOD SECTION # 11**

This is a declaration of covenants, easements, and restrictions, "the Declaration", made on or as of this _____ day of _____ 2003 by VIRGINIA HOMES, LTD., an Ohio limited liability company, "Declarant."

Background

A. Declarant is the owner in fee simple of the following real estate:

Situated in Liberty Township, County of Delaware, and State of Ohio, and being Lot Numbers 4499 through 4539, inclusive, of Wedgewood Section #11, as the same are described and delineated upon the recorded plat thereof, recorded in Plat Book 3, pages 240 through 240A, inclusive, of record in the Delaware County, Ohio Recorder's Office;

Being a subdivision of single family lots and being all of the lots in Wedgewood Section #11, hereinafter called "the Subdivision".

B. Each of the lots in the Subdivision is referred to herein as "a Lot", and collectively "the Lots". A "Lot owner" is each owner of a fee simple interest in a Lot.

C. Declarant desires to provide for the preservation of the values of and amenities in the Subdivision, for the benefit of the present and future owners and occupants of property in the Subdivision. To these ends Declarant is hereby creating a plan of covenants, easements, restrictions and assessments for the Subdivision, in order to provide for control of the construction of improvements on and the environmental control of the Subdivision, the use of property in the Subdivision, the security of Lot owners and occupants, and the maintaining of the Subdivision as an integrated high quality residential community.

D. 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 and to collect and disburse the funds necessary to accomplish these objectives. Accordingly, Declarant has caused to be incorporated WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION, "the Association", as a nonprofit corporation, under and pursuant to the laws of Ohio, whose members are and will be all of the owners of a Lot or Lots.

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

NOW THEREFORE, Declarant, its successors and assigns hereby declares that all of the Lots in the Subdivision 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 Lot in the Subdivision, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Association and its successors and assigns.

ARTICLE I

THE PROPERTY

Section 1. Property Subject. The property which is and shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is each Lot in the Subdivision, and any and all rights appurtenant thereto.

Section 2. Property Not Subject. Property in the Subdivision not subject to the provisions hereof is property dedicated or to be dedicated to public use, including, without limiting the generality of the foregoing, Reserve A (Lot #4540) and public streets; provided, nothing contained herein shall limit or restrict the right of the Association to take any lawful action described herein with respect to any property in the Subdivision or appurtenant thereto even though not expressly made subject to the terms hereof. Reserve A (Lot #4540) shall be dedicated as "Permanent Green Space" and owned and maintained by Liberty Township.

ARTICLE II

THE ASSOCIATION

Section 1. Powers: Authority: Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed pursuant hereto, its Articles of Incorporation, Code of Regulations, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its trustees, shall have the power to enforce and administer the restrictions set forth herein, enforce the Design standards, provide security for the Subdivision, pledge assets and receivables, levy and collect assessments, maintain reserves, enter into contracts, and take such other actions as the trustees deem appropriate in fulfilling the Association's purposes.

Section 2. Membership. Each record owner of a fee interest in a Lot, at the time he, she or it acquires such fee interest, shall automatically become a member of the Association. The membership of the owner of a Lot shall automatically terminate at such time as that Lot owner ceases to own a fee interest in a Lot.

Section 3. Voting Rights. Voting rights of members shall be as provided in the Association's Code of Regulations, which provides, among other things, that the record owner of a Lot shall have one vote for each Lot owned by such owner.

ARTICLE III

ENVIRONMENTAL AND BUILDING CONTROL**Section 1. Environmental Control.**

- (a) **Establishment of Environment Committee.** The trustees shall establish and maintain on behalf of the Association an environmental control committee, "The Environment Committee," to consist of such persons (who need not be members and who may or may not be trustees), in such number, to have such terms, and to be subject to such restrictions and limitations, as the trustees may from time to time determine.
- (b) **Purposes.** The purposes of the Environment Committee shall be to:
 - (i) Review, approve and disapprove proposed building plans;

- (ii) Establish, maintain and preserve architectural and environment guidelines and standards, "the Design Standards," to carry out the intent of the plan established by this Declaration; and
 - (iii) Advise and recommend to the trustees measures and actions to enforce the Design Standards and the covenants and restrictions set forth herein, and to cause such measures and actions to be taken when directed by the trustees.
- (c) **Responsibilities: Effect of Actions.** The Environment Committee shall exercise its best judgment to see that all improvements in the Subdivision conform to the Design Standards as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape, and tree removal. The decisions of the Environment Committee as to conformity with the Design Standards shall be conclusive and binding on all parties other than Declarant. The Environment Committee shall also periodically view all property in the Subdivision and actions taken with respect thereto and advise the trustees of all violations of the covenants and restrictions imposed hereby, for further action by the trustees on behalf of the Association.

Section 2. Plan Approval: Duty to Build.

- (a) **Requirements of Plan Approval.** No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the Subdivision from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder), nor the installation of any item hereinafter described, or similar item, shall be commenced or continued until the same shall have first been approved in writing by the Environment Committee in accordance with the Design Standards, or by the Declarant. Approval shall be requested by submission to the Environment Committee of plans and specifications, in triplicate, showing the following;
- (i) Existing and proposed land contours and grades;
 - (ii) All buildings, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
 - (iii) All landscaping, including existing and proposed tree locations and planting areas (and species thereof);
 - (iv) Plans for all floors, cross sections and elevations, including projections and wing-walls;
 - (v) Exterior lighting plans;
 - (vi) Mailboxes, address markers, and exterior ornamentation;
 - (vii) Walls, fencing, and screening;
 - (viii) Patios, decks, gazebos, pools, and porches;
 - (ix) Signs and parking areas;
 - (x) Swing sets, play areas, basketball boards, and similar improvements;
 - (xi) Samples of materials to be used to the extent requested by the Environment Committee;
 - (xii) Such other information, data, and drawings as may be reasonably requested by the Environment Committee.

Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacturers thereof, and shall otherwise be prepared according to the Design Standards.

- (b) **Basis of Approval: Commitment to Build.** Approval shall be based, among other things, upon conformity and harmony of the proposed plans; the Design Standards and other structures in the Subdivision; the effect of the erection and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and intent of the provisions hereof. Approval of plans and specifications shall constitute the commitment of the owner to build according to the approved plans and specifications.
- (c) **Failure to Approve or Disapprove.** If the Environment Committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Environment Committee, either personally or by certified mail, it shall be presumed that the Environment Committee has approved said plans and specifications.
- (d) **Liability Relating to Approvals.** Neither Declarant, the Association, the Trustees, the Environment Committee nor any member thereof nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Environment Committee agrees, by submission thereof, that he, she or it will not bring any action or suit against any of the foregoing to act or to recover any damages.
- (e) **Requirement of Completion: Notice of Completion.** An owner of any portion of the Subdivision shall cause any improvement thereon to be diligently pursued to completion within twelve (12) months after the date construction was commenced. Upon the completion of any improvement, the person or entity who completed the same may file with the Environment Committee a notice of completion and compliance which shall give rise to a rebuttable presumption in favor of such person or entity and any owner of the building site on which the improvement is located and any encumbrances acting in good faith and for value that said improvement is completed and in compliance with all provisions hereof, unless within thirty (30) days of said filing the Environment Committee gives actual notice of noncompliance or noncompletion. Notice of noncompliance or noncompletion will be considered to be delivered when it is posted on or about the improvement in question. In the event any improvement is presumed to be completed and in compliance with all provisions hereof, such person or entity and any such owner and any such encumbrances may at any time request in writing that the Environment Committee issue a certificate certifying that said improvement is completed and in compliance with all provisions hereof, which certificate shall be issued by the Environment Committee within fifteen (15) days of its receipt of written request therefore, and which certificate shall be conclusive evidence that said improvement is completed and in compliance with all provisions hereof. The Environment Committee may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made.
- (f) **Noncompletion or Noncompliance.** In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the trustees, in their sole discretion (but only for good cause shown), the owner shall pay the Association as liquidated and agreed damages, since the ascertainment of actual damages would be difficult if not impossible to accurately ascertain, the sum of \$50 per day that the construction remains incomplete after the date required herein for completion, as measured in dollars

as valued for December 2003, and adjusted thereafter, annually, by changes in the Consumer Price Index for all items, United States, All City Average, as published by the Bureau of Labor Statistics, United States Department of Labor, or successor index, from that for December 2003 to that for December of the year preceding the year in which the delay occurred. This payment shall be in addition to any other remedies at law or equity and shall not be exclusive thereof.

- (g) **Duty to Build.** Any purchaser of a Lot (or that purchaser's successor in ownership) shall within eighteen (18) months of the first closing of the purchase of the Lot, or such longer time as the Declarant may agree in writing, commence the construction of a residential dwelling or dwellings thereon. If the purchaser or purchaser's successor fails to do so, Declarant reserves the right and option, for a period extending from the end of that eighteen (18) month period to five (5) years from the date of the purchase, to repurchase the property for the purchase price paid by the purchaser, without payment of interest or other charges.
- (h) **Declarant Approval.** Notwithstanding the foregoing, or any other provision of this declaration, so long as Declarant owns any Lot in the Subdivision, no improvements may be constructed on any Lot in the Subdivision unless and until the plans and specifications therefore have been submitted to Declarant and approved by it as being in conformity with the Design Standards. In addition, Declarant reserves the exclusive right, for so long as it owns any Lot, to approve any improvements to be constructed on a Lot or Lots owned by it.

ARTICLE IV

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Uses.

(a) **Residential Uses.** Except as otherwise specifically provided in this Declaration, no 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 residence may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the residence), 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 sales period Lots may be used for construction and sales purposes. Each Lot must have a residential structure constructed on it prior to the construction of any pool, gazebo, or other such improvement authorized pursuant to the provisions of Article III hereof.

(b) **Transient Uses.** No residence on a Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of only a portion of a residence on a Lot.

(c) **Temporary Structure Use.** No incomplete structure or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

(d) **Hobbies.** Hobbies or activities that tend to detract from the aesthetic character of the Subdivision, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the trustees. This limitation has reference to, but is not limited to, such activities as automobile and boat repair.

(e) **Offensive Activities.** No activity noxious or offensive in the reasonable judgment of the trustees of the Association, shall be carried on or permitted upon any part of the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing:

- (i) No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Subdivision;
- (ii) No odors shall be permitted to arise or to be emitted therefrom so as to render any portion of the Subdivision unsanitary, unsightly, offensive, or detrimental to any of the remainder of the Subdivision or to the occupants thereof;
- (iii) No exterior lights, the principal beam of which shines upon portions of the Subdivision other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of any Lot by the occupants thereof, shall be permitted on any Lot; and
- (iv) No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Music, either live or by recording device, that is so loud as to disturb one's neighbors, is prohibited.

(f) **Service Screening, Storage Areas.** Garbage and refuse shall be placed in containers, which shall be concealed and contained within buildings. No materials, supplies or equipment shall be stored in the Subdivision except inside closed buildings. This section does not pertain to homes under construction or homes that have not received a final occupancy permit.

(g) **Mineral Exploration.** No part of the Subdivision shall be used in any manner to explore for, use, or exploit commercially any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located on or under the ground.

(h) **Machinery and Equipment.** No commercial machinery or equipment of any kind shall be placed, operated or maintained in the Subdivision except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of improvements approved by the Association.

(i) **Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes.** No automobile may be left upon any Lot for a period longer than forty-eight (48) hours in a condition such that it is incapable of being operated upon the public highways, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Lot. Any towed vehicle, boat, motor home or mobile home regularly stored upon any portion of the Subdivision, or temporarily kept thereon for periods longer than twenty-four (24) hours, shall be considered a nuisance and must be removed from the Subdivision. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within private garages. No commercial vehicles may be parked, stored or temporarily kept on any Lot, except when there temporarily to service existing improvements or to be used in connection with the construction of improvements in the Subdivision. Only cars and authorized trucks may be parked on the driveway; all other vehicles, including but not limited to, recreational vehicles, scooters, mopeds, tractors, mowers, and non-authorized trucks, and all boats, trailers and campers, must be stored in garages. An authorized truck is a truck manufactured primarily for the purpose of carrying passengers, is fully enclosed at the time of manufacture, is of one ton capacity or less, and exhibits no external evidence of commercial use. Notwithstanding the foregoing, the Declarant, its successors and assigns shall have the right, in its sole discretion, to determine whether or not a vehicle is authorized.

(j) **Animals.** Except as hereinafter provided, no animals, livestock, birds, poultry or other fowl, snakes, reptiles, or species of insects, shall be raised, bred, kept, or maintained on any Lot, or any portion thereof. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a residence on a Lot provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the trustees may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; (ii) the right to maintain an animal shall be subject to termination if the trustees, in their full and complete discretion, determine that maintenance of the animal constitutes a nuisance or creates a detrimental effect on other owners or occupants, or the Subdivision as a whole; and (iii) All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the property, other than on the Lot of the owner of such pets. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Environment Committee.

(k) **Hunting, Fishing, Trapping.** Hunting, fishing, and trapping are prohibited.

(l) **Firearms and Fireworks.** The discharge of firearms and use of fireworks are prohibited.

(m) **Open Fires.** Open fires are prohibited, except for domestic use of commercially made barbecue grills, outdoor fireplaces, etc.

Section 2. Building and Improvement Limitations.

(a) **Dwelling Size.** All buildings constructed on a lot for use as single family dwellings shall have the following minimum floor areas, exclusive of basements, attics, garage spaces, porches, decks, and unheated areas:

- (i) One-Story – 2500 Square Feet;
- (ii) One and one-half story – 1800 Square Feet on the main floor;
- (iii) Two Story – 1400 Square Feet; and
- (iv) All other, including split levels – 2800 Square Feet.

(b) **Dwelling Height.** No building constructed in the Subdivision for use as a single family dwelling shall have a height greater than the applicable zoning code, measured from the finish grade of the Lot at the main entrance of the building to the ridge of the roof or to any other element of the building (excluding chimneys, flues, and vents), or such other height as may be contained in any restriction that Declarant may impose on any particular Lot or Lots.

(c) **Temporary Improvements.** No temporary building or structure shall be permitted; provided, however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building and for sales purposes during the sale of a Lot or Lots, provided, in addition, the Environment Committee or Declarant, its successors and assigns shall have theretofore approved in writing the design, appearance, and location of the same. Any temporary structure shall be removed not later than fourteen (14) days after the date of completion of the buildings for which the temporary structure was intended, and temporary structures shall be permitted for no longer than a period of one (1) year, unless a variance is granted by the Environment Committee or Declarant, its successors and assigns. Notwithstanding the foregoing, one or more Lots may be used for model and sales purposes until Declarant or its assignee has sold all Lots.

(d) **Antennas / Satellite dishes.** Only antennas and satellite dishes no larger than one meter may be erected per federal legislation. All antennas and satellite dishes must have plan approval by the Environment committee or Declarant, its successors or assigns as to location and screening and must abide by all federal and local zoning codes.

(e) **Utility Service.** No lines, wires or other devices for communications purposes, including telephone, television, data, and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in the Subdivision unless the same shall be in or by conduits or cables constructed,

placed and maintained underground or concealed in, under or on buildings, or other approved improvements; provided, above ground electrical transformers and other equipment may be permitted. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(f) **Site Placement.** All buildings and other improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved, unless the Environment Committee or Declarant approves in writing some other placement. Buildings and improvements must be situated between the front and rear setback lines as shown in the record plat.

(g) **Parking, Loading and Unloading Areas.** Each single family residential dwelling must have at least a two-car attached garage, plus space for the parking of two cars in the on-site driveway. As used herein, "car" shall mean a full-sized automobile, as opposed to a compact or subcompact automobile.

(h) **Streets and Drives.** Streets and drives shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Environment Committee and Declarant, its successors and assigns, so long as it owns any Lot, and Liberty Township.

(i) **Storage Tanks.** No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted in the Subdivision outside a building, except as approved by the Environment Committee or Declarant, its successors and assigns.

(j) **Improvement Exteriors.** All windows, porches, balconies and the exteriors of buildings and other improvements shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

(k) **Exterior Materials and Colors.** Finish building materials shall be applied to all sides of the exteriors of buildings. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Environment Committee and Declarant, its successors or assigns, so long as it owns any Lot, shall have the right to approve or disapprove exterior materials and colors.

(l) **Signs.** No sign or billboard whatsoever (including, but not limited to, commercial and similar type signs) shall be erected or maintained on any Lot except:

- (i) Signs as may be required by law;
- (ii) Signs as may be approved by the Environment Committee or Declarant, its successors and assigns, meeting the sign requirements contained in the design Standards; and
- (iii) Signs, if any, must be acceptable to Liberty Township zoning standards, such as by builders offering Lots for initial sale.

(m) **Landscaping.** The Subdivision and each Lot shall be landscaped according to plans approved by the Environment Committee or Declarant. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Each Lot owner shall remove dead trees and limbs from that owner's Lot. Landscaping as approved by the Environment Committee or Declarant shall be installed no later than sixty (60) days following occupancy of or completion of any building, whichever occurs first, unless occupancy occurs during winter months.

(n) **Maintenance.** No Lot, building, or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair and all buildings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Environment

Committee and Declarant, its successors and assigns. Each owner, for himself and his, her or its respective personal representatives, heirs, successors and assigns, hereby grants to the Association the right to make any necessary alterations, repairs or maintenance approved by the Environment Committee or Declarant, its successors and assigns to carry out the intent of this provision and further agrees to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement as a special individual Lot assessment, as provided in Article VII hereof.

(o) **Removal of Trees.** In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of six (6) inches or more shall be destroyed or removed from the Subdivision unless approved by the Environment Committee or Declarant in connection with their approval of the plans and specifications of the construction of improvements or otherwise with prior express written consent of the Environment Committee or Declarant, so long as it owns any Lot. In the event of a violation of this subparagraph, the Association may, at its option, cause any tree so removed or destroyed to be replaced with another tree and whoever has caused the removal or destruction shall reimburse the Association for all expenses incurred by it; provided, however, that with respect to the replacement of a tree, there shall be no obligation of reimbursement in any amount in excess which would be incurred if the destroyed or removed tree were replaced with a similar type and size. The Association may assess and collect such reimbursement as a special individual Lot assessment as provided in Article VII hereof.

(p) **Drainage and Grading.** No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any owner without the prior written consent of the Environment Committee or Declarant, its successors and assigns, so long as it owns any Lot. No improvements shall be made in any manner whatsoever that are inconsistent with the master grading plans established by Declarant or its successors or assigns for the Subdivision, as they now exist or may hereafter be modified from time to time, without the prior written consent of the Environment Committee or Declarant, so long as it owns any Lot. Declarant, its successors and assigns and the Association and their respective representatives shall have joint and several rights to enter upon any Lot and any portion of the Subdivision and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements or for some other reason, silt would run onto any adjacent property, the owner of such violating property shall be obligated to provide a means of siltation control to prevent silt from running off of such property onto adjacent property

(q) **Fences.** No fence, wall, or barrier of any kind (including shrubbery and hedges) may be erected, except as required by law or with prior approval of the Environment Committee or Declarant, so long as it owns any Lot, provided, no perimeter fence will be allowed on any lot, except to eliminate specific safety risks (i.e. enclosures for swimming pools, to secure steep slopes and drop-offs, etc.). Safety risks have been identified for lot numbers 4508, 4509, 4511, 4512, 4513, 4514, 4537, and 4538. In no case will fencing be permitted in "No-Build" zones. Subject to the foregoing, "Electronic dog fences," which operate on the principal of a buried wire sending signal to dog collar equipped with a receiver, are allowed in rear yard areas only, but subject to such criteria and limitations as may be established from time to time by the association.

(r) **Swimming Pools.** Above-ground swimming pools and portable swimming pools are prohibited. Swimming pools permitted shall be visually screened.

(s) **Storage Sheds.** Storage sheds, prefabricated outbuildings, or similar detached buildings, are prohibited, unless approved by the Environment Committee or Declarant, its successors and assigns. All such structures must conform to the Design Guidelines for Wedgewood and should complement existing structures.

ARTICLE V

REPAIR AND MAINTENANCE RESPONSIBILITIES

Section 1. The Association. The Association, through its authorized representatives, shall:

a. Have the right and obligation to repair and maintain, in a first class condition, a Subdivision entryway monument and Subdivision entryway features at the entryway into the Subdivision from North Hampton Drive. The precise location and composition of the Subdivision entryway monument and Subdivision entryway features has not been determined, and may be on portions of Lots 4502 and 4503. The Association shall be able to repair and maintain any entryway or entryway feature, wherever located as long as an easement has been provided;

b. To the extent, but only to the extent, not maintained by Liberty Township, maintain storm water retention areas designated on the plat of the Subdivision as storm water management areas, in a neat and clean condition; and

c. To the extent, but only to the extent, not maintained by the owner or owners of a Lot, the landscaping and all improvements on a Lot, in a clean, neat condition, and in such state of appearance that the Lot and its improvements will not detract from the Subdivision constituting a high quality residential community.

Section 2. Lot Owners. Each Lot owner shall have responsibility to maintain the landscaping and all improvements on the Lot in a clean, neat condition, and in such a state of appearance that the Lot and its improvements will not detract from the Subdivision constituting a high quality residential community.

ARTICLE VI

EASEMENTS

Section 1. Entry Easement to Association. The Association, through its authorized representatives, shall have the right of entry and access to, over, upon and through all the Lots, to enable the Association to perform its obligations, exercise its rights, and fulfill its duties pursuant hereto, and such representatives shall not be deemed to have committed a trespass as a result thereof; provided, however, except in an emergency an occupied building may not be entered unless written notice of such proposed entry shall have been given or sent to the owner thereof at least twenty-four (24) hours prior to such entry.

Section 2. Easements to Declarant. Declarant reserves to itself and its successors and assigns a perpetual easement in, through, under and/or over those portions of each Lot, as shown on the plat of the Subdivision, designated as easements, or where such rights-of-way are necessary, for the construction, operation and maintenance of electrical, telephone and cable lines and conduits and water, gas and sewer lines and conduits, or other public utility facilities, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been granted.

Section 3. Power of Attorney. Each owner of a Lot, by acceptance of a deed to a Lot, appoints the President of the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such owner, deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the trustees or their authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every owner of a Lot, the Association, and the Subdivision, runs with the land, is coupled with an interest, and is irrevocable.

Section 4. General. 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 VII

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. Subject to the provisions of this Article, each Lot 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 the Association: (a) an initial reserve contribution, (b) annual operating assessments, and (c) special individual Lot assessments, all of which are to be established and collected as hereinafter provided.

Section 2. Initial Reserve Contribution. Each initial purchaser of a Lot (whether from Declarant or a successor or assignee of Declarant, and whether of a Lot now subject hereto or a Lot hereafter subjected to this plan), shall, at the time of the closing of the purchase of the Lot, contribute to the Association the sum of \$400.00 to create an operating reserve fund, so that funds will be available to the Association to pay its obligations (described in Section 3, below) when and as they become due. This contribution shall be nonrefundable and shall not be in lieu of or a credit against any other assessments hereinafter provided.

Section 3. Annual Operating Assessments. For the purposes of providing funds: (a) to defray the administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described herein, (b) to provide for the protection of the health, safety, enjoyment and welfare of the owners and occupants of the Subdivision, (c) to enhance the values and amenities of the Subdivision, by means of the repair and maintenance of the Subdivision entryway monuments, open spaces/reserve areas and associated improvements, and such other Subdivision improvements as the trustees determine, and (d) to maintain reasonable reserve funds for these purposes, each Lot and the owners thereof shall be subject to annual operating assessments to be determined, assessed and collected as hereinafter provided.

(a) **Establishment of Operating Assessments.** Except as hereinafter provided, immediately prior to the beginning of each calendar year the trustees shall establish a budget for that calendar year, apportion the amount so determined in equal shares among all of the Lots, and assess each Lot and its owners for the apportioned amount. Notwithstanding the foregoing, Declarant, or its successors and assigns, shall pay all operating expenses of the Association otherwise recoverable by operating assessments until it determines, in its sole discretion, that the charging of assessments is warranted. Further, and notwithstanding the foregoing, the annual operating assessment for the calendar year 2004 shall not exceed \$250 per Lot, or a proportionate part thereof for a partial calendar year. Any annual operating assessment for any calendar year thereafter may not be increased by more than fifteen percent (15%) of the assessment for the prior calendar year, except by the affirmative vote of members of the Association holding a majority of the voting power of members voting on the matter. In addition, and notwithstanding the foregoing, no Lot owned by Declarant, its successors and assigns, unless and until a residence is constructed on it, shall be subject to assessment.

(b) **Insufficient Funds.** If, at any time, the amounts collected as operating assessments, and reserves, if any, are insufficient to meet all obligations of the Association, the trustees may levy additional operating assessments to meet such deficiency, prorated on the same basis as hereinbefore provided.

Section 4. Special Individual Lot Assessments. The trustees shall levy assessments against an individual Lot or Lots, to reimburse the Association for those costs incurred with respect to that Lot or those Lots properly

chargeable by the terms hereof to a particular Lot or Lots (such as, but not limited to, the cost of making repairs the responsibility of a Lot owner or owners). Any such assessment shall become due and payable on such date as the trustees determine.

Section 5. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the trustees to the Lot owner subject thereto at least ten (10) days prior to the due date thereof. Written notice mailed or delivered to a Lot owner's Lot shall constitute notice to that Lot owner, unless the Lot owner has delivered written notice to the trustees of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot owner.

Section 6. Effect of Nonpayment of Assessment: Remedies of the Association.

(a) If any assessment is not paid within ten (10) days after the same has become due, the trustees, at their option, without demand or notice, may (i) charge interest on the entire unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the trustees may from time to time determine, and (ii) charge a reasonable, uniform, late fee, as determined from time to time by the trustees.

(b) Annual operating and special assessments, together with interest, late fees, and costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the Delaware County Recorder, pursuant to authorization given by the trustees. The certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by such officer of the Association as the trustees shall designate.

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

(e) Any Lot owner who believes that an assessment chargeable to his, her or its Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that Lot, may bring an action in the Court of Common Pleas of Delaware County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that 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. Each such assessment together with interest, late fees and costs, including reasonable attorney fees, shall also be the joint and several personal obligation of the Lot owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

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

Section 7. Certificate Regarding Assessments. The trustees shall, upon demand, for a reasonable charge, furnish a certificate signed by a 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.

Section 8. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a 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 installments of assessments and charges 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.

ARTICLE VIII

USE OF FUNDS

Section 1. Application of Assessments. The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided.

Section 2. Authority to Borrow Funds. In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the trustees acting in their absolute discretion.

Section 3. Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the trustees in their absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 4. Authority to Enter Into Contracts. The Association shall have the power and authority to contract with any person, corporation, firm or other entity, including, but not limited to, Declarant, its successors and assigns, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or

employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the trustees shall in their sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association.

ARTICLE IX

INSURANCE

The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Lot owners and occupants, with such limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts by or on behalf of the Association. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the trustees. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot owner or occupant because of negligent acts of the Association, the trustees, or other Lot owners or occupants, and shall provide for at least ten (10) days written notice to the Association before the insurer may cancel or modify it. The trustees, in their sole discretion, may maintain such other insurance on behalf of the Association as they may from time to time determine.

ARTICLE X

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any rights, title or estate in any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not a reference to these is contained in the instrument by which that person acquired an interest in said property.

ARTICLE XI

RIGHTS OF MORTGAGEES

Section 1. Notices. A holder or insurer of a first mortgage upon a Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of these restrictions;
- (b) any proposed termination of the Association;
- (c) any decision to construct new capital improvements not replacing existing improvements;
- (d) any default under these restrictions 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; and
- (e) times and places of meetings of members of the Association.

Section 2.. Inspection of Association Books and Records. Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request, to:

- (a) inspect the books and records of the Association during normal business hours; and
- (b) require the preparation of and receive an annual financial statement of the Association for the immediately preceding calendar year, certified by an officer of the Association, except that such statement need not be furnished earlier than one hundred twenty (120) day following the end of such calendar year.

The Lot owners shall also have reasonable access to inspect the books, records and financial statements of the Association.

ARTICLE XII

ENFORCEMENT

Section 1. Interpretation. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word contained herein, the interpretation by the trustees, provided it is reasonable, shall be final and conclusive upon all interested parties. Builder and/or owner are to comply with the development plan requirements, the deed restrictions, and with the Liberty Township Zoning Resolution.

Section 2. Abatement and Suit. Violation or breach of any restriction contained herein shall give to the Association the right to enter the Lot involved and correct the violation at the expense of the owner or owners of the Lot involved, the cost of which may be assessed and collected as a special individual Lot assessment, as provided in Article VII hereof.

Section 3. Failure to Enforce. Failure of the Association or any owner to enforce any provision hereof shall in no way be deemed a waiver of the right to do so thereafter for the same or any other violation, or to enforce any other provision hereof.

Section 4. Duty to Enforce. Notwithstanding any other provision hereof, neither Declarant, its successors and assigns nor the Association shall owe a duty to any Lot owner, or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and their respective personal representatives, heirs, successors and assigns hereby waive any claim against Declarant and the Association, and their respective successors and assigns, and release Declarant and the Association, including their respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

ARTICLE XIII

EFFECTIVE PERIOD: AMENDMENT

Section 1. Effective Period. The covenants and restrictions of this Declaration shall run with and bind the Subdivision for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by agreement of owners of Lots exercising not less than two-thirds of the voting power of owner of Lots, these covenants and restrictions are sooner terminated.

Section 2. Amendments. This Declaration may be modified or amended by the Declarant until the Turnover date (or, if no Association is formed, until such time as Developer no longer continues to own any Lots at the Property), Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and

from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof, and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is; (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No Amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised, or amended provisions and memberships as may be necessary or appropriate, as determined by Developer to reflect and address the different character or intended development of any such additional property.

Section 3. Method to Amend. An amendment to this Declaration, adopted with the consents aforesaid, shall be executed with the same formalities as to execution as this Declaration by the president and secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Delaware County, Ohio.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Joint and Several Obligations. Each and every obligation of a Lot owner hereunder shall be the joint and several obligation of each owner of a fee simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto or by one of such joint owners, shall be deemed given, taken or received by all such joint owners.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Constructive Notice and Appearance. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference is contained in the instrument by which such person acquired an interest in the Subdivision.

Section 4. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, its successors and assigns, the Association, and the present and future owners of the Subdivision, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the Subdivision and each part thereof in favor of each other part thereof; and any Lot referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such Lots and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner of any such Lot, his, her or its respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such Lots and the owners thereof.

Section 5. Captions. The captions or headings of the parts hereof are intended for convenience only and are not intended to be a part of the context hereof, and do not in any way define, limit, or describe the scope or intent of any provision hereof.

IN WITNESS WHEREOF, this Declaration has been duly signed, acknowledged and delivered by Virginia Homes, LTD. on or as of this 21st day of November, 2003.

Signed and acknowledged
in the presence of:

VIRGINIA HOMES, LTD.

[Handwritten Signature]
Charles E. Ruma, Vice President

(Print Name) Ann M. Dixon

[Handwritten Signature]
(Print Name) Rosalinde Childers

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 21st day of Novmeber 2003, by Charles E. Ruma, the Vice President of Virginia Homes, LTD., an Ohio limited liability company, who acknowledged the signing of the same to be his voluntary act and deed as such officer, the voluntary act and deed of Virginia Homes, LTD., for the uses and purposes expressed therein.

[Handwritten Signature]

Notary Public
ANN M. DIXON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 10-13-08

EXHIBIT "A"

**DESCRIPTION OF
65.455 ACRES
SUMMIT VIEW ROAD
(FRANKLIN COUNTY)**

Situate in the State of Ohio, County of Franklin, City of Dublin, lying in Quarter Township 2, Township 2, Range 19 and being all of the remaining original 130 acres conveyed as Tract I to the Emerson Conine, Trustee, et al., by deed of record in O.R. 23321 D12, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for reference at Franklin County Engineer's Monument No. 7738, found at the centerline intersection of Sawmill Road and Summit View Road;

Thence the following four (4) courses and distances along said centerline of Summit View Road:

1. Thence N 86° 35' 44" W, a distance of 1608.18 feet, to a railroad spike found;
2. Thence N 86° 44' 39" W, a distance of 1146.49 feet, to a railroad spike set at the southwesterly corner of the 1.1185 acre tract conveyed to Charles E. and Charlotte B. Lambert, by deed in O.R. 5276 G01. Said railroad spike being the POINT OF TRUE BEGINNING of the herein-described tract;
3. Thence continue N 86° 44' 39" W, a distance of 563.69 feet, and along the southerly line of aforesaid Tract 1, to a railroad spike found;
4. Thence N 87° 19' 26" W, a distance of 483.55 feet, continuing along said southerly line of Tract 1 to a railroad spike set in the easterly line of Campden Lakes Section 1, as delineated on the plat of record in Plat Book 84, Page 23;

Thence N 02° 47' 54" E, a distance of 2722.83 feet, along said easterly line of Campden Lakes Section 1, to a concrete post found in the Franklin and Delaware County Line, and southerly line of Campden Lakes Section 2, as delineated on the plat of record in Plat Cabinet 1, Slide 672 records of the Recorder's Office, Delaware County, Ohio. Said concrete post being the northeasterly corner of Reserve "G", of said Campden Lakes Section 1, and the southeasterly corner of Lot 2697, of said Campden Lakes Section 2;

Thence S 87° 12' 38" E, a distance of 632.64 feet, along said Franklin and Delaware County Line, said southerly line of Campden Lakes Section 2, and northerly line of said Tract 1, to an iron pin set at the southeasterly corner of said Campden Lakes Section 2. Said iron pin being the southeasterly corner of Lot 2691, of said Campden Lakes Section 2;

Thence S 87° 14' 19" E, a distance of 414.02 feet, continuing along said Franklin and Delaware County Line, and long the line common to said Tract 1 and the remaining original 70 acres conveyed as Tract 2 to said Emerson Conine, Trustee, et al., by deed of record in O.R. 23321 D12, to an iron pin set at the northwesterly corner of the 1.287 acre tract conveyed to Ronald L. and Donna L. Davis, by deed of record in O.R. 17010 J08. Said iron pin being located N 87° 14' 19" W, a distance of 423.75 feet, from an iron pin found at the southwesterly corner of Lot 2063, Wedgewood Commerce Center Section 1, as delineated on the plat of record in Plat Cabinet 1, Slide 338, records of the Recorder's Office, Delaware County, Ohio.

Thence S 02° 47' 12" W, parallel to and 423.75 feet westerly of (as measured by right angles) the easterly right-of-way line of said Trails End Drive, a distance of 2726.66 feet, to the POINT OF TRUE BEGINNING. Containing 65.455 acres, more or less, and being subject to all easements, restrictions, and rights-of-way of record.

The bearings in the above description are based on the bearing of N 87° 19' 26" W, for the centerline of Summit View Road, as delineated on the plat of Campden Lakes Section 1, of record in Plat Book 84, Page 23, records of the Recorder's Office, Franklin County, Ohio.

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENTS FOR WEDGEWOOD SECTIONS 11 & 12**

This is a second amendment to a Declaration of Covenants, Easements, and Restrictions, ("The Declaration") made on or as of this 21st day of February, 2005, by VIRGINIA HOMES, LTD., an Ohio limited liability company, "Declarant".

BACKGROUND

A. Declarant has previously filed a Declaration of Covenants, Easements, Restrictions, and Assessments for WEDGEWOOD SECTION 11, which were recorded in Official Records Volume 447, page 97, in the Delaware County, Ohio Recorder's Office and Declarant has previously filed said Declaration in the Franklin County, Ohio Recorder's Office, recorded in ~~Official Records Volume~~ ; and, ~~200403030045831~~
200502230033266

B. Declarant has previously filed an Amendment to the Declaration of Covenants, Easements, Restrictions, and Assessments for WEDGEWOOD SECTION 11, which were recorded in Official Records Volume 200403030045831, in the Franklin County, Ohio Recorder's Office, which provided that WEDGEWOOD SECTION 12 would be administered by the WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION; and,

C. The Declarant is the owner and developer of the portion of the additional property herein described, and desires by this instrument, to subject the same to the provisions of the Declaration, subject to the modifications set forth below:

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS LIENS

Now, therefore, Declarant hereby declares that the following described real estate, situated in the City of Dublin, County of Franklin, and State of Ohio:

Being Lot Numbers 1 through 82, WEDGEWOOD SECTION 12, as the same are described and delineated upon the recorded plat thereof, recorded in Plat Book 106, Pages 19, 20 and 21, Recorder's Office Franklin County, Ohio, and being all the property, except dedicated streets in said Section 12.

all of which is owned by Declarant and all of which is part of the additional property described in the First Amendment, and shall be held, sold, conveyed and occupied subject to all of the covenants, easements, and restrictions set forth in the Declaration, except as is modified below, which shall run with the title to the additional property added hereby, and each part thereof, and shall be binding on all parties having any right, title or interest therein, and each part thereof, and the respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, each Lot Owner, their respective personal representatives, heirs, successors and assigns of each Lot Owner, and the WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION and its successors and assigns.

The Common Areas contained in WEDGEWOOD PARK SECTION 12, are designated Reserve A, B, and C, all of such common areas to be maintained by the WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION and its successors and assigns.

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR
FRANKLIN COUNTY, OHIO
FEB 23 2005
TRANSFERRED
NOT NECESSARY

MODIFICATIONS

- A. WEDGEWOOD SECTION 12 shall also be known as WEDGEWOOD GLEN.
- B. ARTICLE IV, Section 2. Building and Improvement Limitations., (a) shall be amended to read as follows:
 - (a) Dwelling Size. All buildings constructed on a lot for use as a single family dwelling in WEDGEWOOD SECTION 12 shall have the following minimum floor areas, exclusive of basements, attics, garage spaces, porches, decks, and unheated areas:
 - (i) Two-story Homes – 2400 Square Feet
 - (ii) One and One-half Story Homes – 2200 Square Feet
 - (iii) Ranch Homes – 2000 Square Feet
- C. ARTICLE IV, Section 2 Building and Improvement Limitations., (q) Fences. shall be amended to read as follows:
 - (q) Fences. All fencing, except for decorative split rail fence, shall be prohibited upon any portion of the lots in WEDGEWOOD SECTION 12. No fence shall be erected upon any lot until the plans for such fence has been approved by Declarant, its successors and assigns, pursuant to the provisions of ARTICLE III, Section 2.

For the purposes set forth herein, the Declaration is incorporated herein, subject to the above modifications, by this reference, and by reason hereof, all of the Lots previously described have, for all purposes, become part of the Property, as defined in the Declaration.

IN WITNESS WHEREOF, this Second Amendment to Declaration for WEDGEWOOD SECTION 11 & 12, has been duly signed, acknowledged and delivered by VIRGINIA HOMES, LTD., on or as of this 21st day of February, 2005.

Signed and acknowledged
by all in the presence of:

VIRGINIA HOMES, LTD.

Rosalinde Childers
Rosalinde Childers
(Print Name)


By: [Signature]
DAVID C. RUMA, Vice President

Deborah Walker
DEBORAH WALKER
(Print Name)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 21st day of February, 2005, by David C. Ruma, Vice President of Virginia Homes, Ltd., an Ohio Limited Liability Company, who acknowledged the signing of the same to be his voluntary act and deed as such

officer and the voluntary act and deed of Virginia Homes, Ltd., for the uses and purposes expressed therein.



Notary Public

DEBORAH T. WALKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 4, 2005

This Instrument prepared by :

J. Christopher Raiston
Attorney at Law
519 South 4th St.
Columbus, OH 43206

200504050063382
Pg: 3 \$40.00 T20050025809
04/06/2006 8:46PM BNGTEWART TTY
Robert G. Hartgen
Franklin County Recorder

2

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENTS FOR WEDGEWOOD SECTION 11 & WEDGEWOOD GLEN**

This is a third amendment to a Declaration of Covenants, Easements, and Restrictions, ("The Declaration") made on or as of this 24th day of March, 2005, by VIRGINIA HOMES, LTD., an Ohio limited liability company, "Declarant".

BACKGROUND

A. Declarant has previously filed a Declaration of Covenants, Easements, Restrictions, and Assessments for WEDGEWOOD SECTION 11, which were recorded in Official Records Volume 447, page 97, in the Delaware County, Ohio Recorder's Office and, Declarant has previously filed said Declaration in the Franklin County, Ohio Recorder's Office, recorded in 200502230033265 ; and,

B. Declarant has previously filed an Amendment to the Declaration of Covenants, Easements, Restrictions, and Assessments for WEDGEWOOD SECTION 11, which was recorded in Official Records Volume 200403030045831, in the Franklin County, Ohio Recorder's Office, which provided that WEDGEWOOD SECTION 12 (correctly known as WEDGEWOOD GLEN) would be administer by the WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION; and,

C. Declarant has previously filed a Second Amendment to the Declaration of Covenants, Easements, Restrictions, and Assessments for WEDGEWOOD SECTIONS 11 & 12 (correctly known as WEDGEWOOD GLEN), declaring that Lot Numbers 1-82 and Reserve A, B, and C, of WEDGEWOOD SECTION 12 (correctly known as WEDGEWOOD GLEN) would be held, sold, conveyed, and occupied subject to all of the covenants, easements, and restrictions set forth in the Declaration, except as is modified in the Second Amendment;

D. Declarant desires to correct name of said subdivision from WEDGEWOOD SECTION 12 to WEDGEWOOD GLEN, and Declarant desires by this instrument, to correct all prior references whereby WEDGEWOOD SECTION 12 shall read WEDGEWOOD GLEN. Further, the Declarant desires by this instrument to re-state the following:

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS LIENS

Now, therefore, Declarant hereby declares that the following described real estate, situated in the City of Dublin, County of Franklin, and State of Ohio:

Being Lot Numbers 1 through 82, WEDGEWOOD GLEN, as the same are described and delineated upon the recorded plat thereof, recorded in Plat Book 106, Pages 19, 20 and 21, records of the Recorder of Franklin County, Ohio, and being all the property, except dedicated streets in said WEDGEWOOD GLEN,

all of which is owned by Declarant and all of which is part of the additional property described in the First Amendment, and shall be held, sold, conveyed and occupied subject to the covenants, easements, and restrictions set forth in the Declaration, except as is modified hereon, which shall run with the title to the additional property added hereby, and each part thereof, and shall be binding on all parties having any right, title or interest therein, and each part thereof, and their heirs, assigns, and assigns.

Stewart Title Agency
of Columbus Box

220050011

Delaware County
The Grantor Has Complied With
Section 314.202 Of The R.C.
DATE: 04/06/2006
TRANSFER TAX PAID
FRANKLIN COUNTY, OHIO

TRANSFERRED
NOT NECESSARY
APR 06 2006
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONFIDENCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, each Lot Owner, their respective personal representatives, heirs, successors and assigns of each Lot Owner, and the WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION and its successors and assigns.

The Common Areas contained in WEDGEWOOD GLEN are designated Reserve A, B, and C, all of such common areas to be maintained by the WEDGEWOOD SECTION 11 & 12 OWNERS ASSOCIATION and its successors and assigns.

MODIFICATIONS

A. ARTICLE IV, Section 2. Building and Improvement Limitations., (a) shall be amended to read as follows:

(a) Dwelling Size. All buildings constructed on a lot for use as a single family dwelling shall have the following minimum floor areas, exclusive of basements, attics, garage spaces, porches, decks, and unheated areas:

- (i) Two-story Homes - 2400 Square Feet
- (ii) One and One-half Story Homes - 2200 Square Feet
- (iii) Ranch Homes - 2000 Square Feet

C. ARTICLE IV, Section 2 Building and Improvement Limitations., (q) Fences. shall be amended to read as follows:

(q) Fences. All fencing, except for decorative split rail fence, shall be prohibited upon any portion of the lots or reserves in WEDGEWOOD GLEN. No fence shall be erected upon any lot until the plans for such fence has been approved by Declarant, its successors and assigns, pursuant to the provisions of ARTICLE III, Section 2.

For the purposes set forth herein, the Declaration is incorporated herein, subject to the above modifications, by this reference, and by reason hereof, all of the Lots previously described have, for all purposes, become part of the Property, as defined in the Declaration.

IN WITNESS WHEREOF, this Third Amendment to Declaration for WEDGEWOOD SECTION 11 and WEDGEWOOD GLEN, has been duly signed, acknowledged and delivered by VIRGINIA HOMES, LTD., on or as of this 24th day of March, 2005.

Signed and acknowledged
by all in the presence of:

Rosalinde Childers
 Rosalinde Childers
 (Print Name)
Deborah T. Walker
 Deborah T. Walker
 (Print Name)

VIRGINIA HOMES, LTD.
 By: [Signature]
 DAVID C. ROMA, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 24th day of March, 2005, by David C. Ruma, Vice President of Virginia Homes, Ltd., an Ohio Limited Liability Company, who acknowledged the signing of the same to be his voluntary act and deed as such officer and the voluntary act and deed of Virginia Homes, Ltd., for the uses and purposes expressed therein.

Rosalinde Childers
Notary Public
ROSALINDE CHILDERS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 29, 2007

200500022820
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
06-15-2005 AT 02:19 PM.
DECLAR AREA 40.00
DR Book 618 Page 1834 - 1836

200500022820
STEWART TITLE

This Instrument prepared by :

J. Christopher Ralston
Attorney at Law
519 South 4th St.
Columbus, OH 43206