

regarding the subdivision, split or combination of any Lot during the Development Period in the manner and to the extent provided in this Declaration.

Section 7.03: No Unauthorized Condominiums. No Person except the Developer will have the right to subject a Lot, portion of a Lot, or combination of Lots, to the Condominium Laws under the *Ohio Revised Code* or other Applicable Law without the Developer's prior written consent. After expiration of the Development Period, no Person will have the right to subject a Lot, portion of a Lot, or combination of Lots, to the Condominium Laws under the *Ohio Revised Code* or other Applicable Law without the prior written consent of the Board of the Association. The Developer or the Board may grant or withhold its consent for any reason, or without any reason, in its sole and absolute discretion.

Section 7.04: Division of Ownership Interests. Nothing in this Declaration prohibits the division, sale, gift, or other transfer of the intangible ownership interests in any Lot among two or more Persons, or among the beneficial owners of any interest in any form of legal entity who is the Owner of a Lot, whether voluntarily, by operation of law or by judicial order. The purpose of this Section is to assure that the Owners of Lots will retain complete flexibility to adjust their ownership interests in their Lot without the need to partition, subdivide, split, combine or create a condominium of any Lot in violation of the other provisions of this Declaration.

ARTICLE VIII **PROPERTY RIGHTS**

Section 8.01: Nature of Rights in Lots. An Owner is the holder of fee title to a Lot in the Community, together with all rights, interests and privileges appurtenant or incidental to that fee title. No Person will be considered to be an Owner for purposes of the Governing Documents if that Person holds only equitable interests in the Lot, or an interest as security for an obligation, and not fee title to that Lot. As an illustration, but without limitation, a Person who is a purchaser of a Lot under a land installment contract holds only an equitable interest in the Lot until the contract is completed and the prior Owner has conveyed fee title for the Lot to the purchaser. Similarly, a mortgagee holds an interest in a Lot to secure payment of an obligation, and is not the Owner of that Lot by reason of holding a mortgage on it.

Section 8.02: Nature of Rights in Common Area. An Owner's rights in the Common Areas is a non-exclusive easement to access, use and enjoy the Functioning Common Areas in the manner and for the purposes specifically provided in the Governing Documents. No Person, other than the Developer and the Association or respective

Societies, will have any fee title ownership interest in any Common Areas. The scope of an Owner's rights and obligations in the Common Areas is described in more detail in Part Three of this Declaration.

Section 8.03: Not Divisible From Fee Title. Every Owner's rights in the Common Areas, and status as a Member of the Association or the Society of any Neighborhood, is an incident of ownership of a whole or fractional fee title interest in a Lot in the Community. No Owner may divide, give, sell, assign, delegate, convey or otherwise transfer all or any part of the Owner's rights in the Common Area or Membership in the Association or the Society of any Neighborhood separate and apart from fee title to that Owner's Lot, whether voluntarily, involuntarily, by operation of law, or by court order.

Section 8.04: Right to Compliance Certificate. Every Owner who is selling a Lot, or the prospective purchaser of any Lot, has the right to request a Compliance Certificate from the Association prior to closing on the purchase of the Lot. The purpose of the Compliance Certificate is to disclose the current status of pending violations or delinquencies of any of the Governing Documents attributable to the Owner selling the Lot, or otherwise relating to or affecting the Lot. The Association will, within Twenty (20) Business Days after receipt of the purchaser's written request, provide the purchaser with a Compliance Certificate, valid through the date on which the Certificate is issued. The Association may make a reasonable charge for the issuance of a Compliance Certificate, which must be paid at the time of submitting the request for the Compliance Certificate. If the Compliance Certificate fails to reveal any violations or delinquencies that in fact existed prior to the effective date of the Compliance Certificate, then neither the Association nor any Owner will be permitted to enforce those undisclosed violations or deficiencies against the subsequent Owner after closing on the purchase of that Lot. However, if the prospective purchaser fails to properly and timely request a Compliance Certificate, or if the purchaser closes on the purchase of that Lot without adequate written proof that the violations or delinquencies disclosed on the Compliance Certificate were resolved to the satisfaction of the Association, then all disclosed violations and delinquencies will remain appurtenant to the Lot and will become the personal liability of the subsequent Owner. The Association will have the right to pursue all remedies available to the Association as provided in the Governing Documents. The Developer encourages every prospective purchaser to take advantage of the rights granted in this Section.

ARTICLE IX
EASEMENTS

Section 9.01: General. The Developer has determined that the creation of certain easements is necessary and beneficial for the proper development and functioning of the Community. Therefore, the Developer has created and reserved all of the easements described in this Article. All of these easements are perpetual, are in addition to, or in conjunction with, any easements specifically identified on any Plat of the Property, and will be effective whether or not the specific Easement Areas are described on a Plat. Further, any failure to specifically refer to any or all of the easements described in this Declaration or on any Plat in any deed or mortgage will not defeat or fail to reserve the rights or easements in any respect, and the Lot, Common Area or other portion of the Additional Property being conveyed or mortgaged will continue to be encumbered by and subject to all of the easements. The exercise of any easement provided in this Declaration or any Supplemental Declaration will not constitute a trespass on that portion of the Property over which the easement may be properly exercised, and shall not require the payment of any rent, fee or other charge. For purposes of this Declaration, each easement will be deemed to be upon, across, over, under or through the applicable Easement Area, as necessary for the reasonable and appropriate exercise of that type of easement. The Developer's creation, reservation, exercise or use of any easement does not require notice to, or the consent of, the Association, any Neighborhood Society, or any Owner, Occupant or other Person, unless otherwise specifically required in this Article.

Section 9.02: Easements for Encroachments. There will be reciprocal, appurtenant easements of encroachment, and for the maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area, and between adjacent Lots, due to the unintentional placement, setting or shifting of any properly approved Improvements constructed on any Lot or Common Area to a distance of not more than Three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event will an easement for encroachment exist if the encroachment is a direct or indirect result of any intentional or willful act or omission by or on behalf of, or with the knowledge and consent of, an Owner, Occupant, or the Association.

Section 9.03: Easements for Entry. The Developer and the Association will have the right, but not the obligation, to enter upon any Lot for the purpose of inspecting the Lot or any Improvements to assure compliance with the Governing Documents, and to

repair, maintain or restore the Lot or Improvements to correct any deficiencies or violations of the Governing Documents. This right of entry will also include the right to enter upon any Lot or Improvement for any emergency, security and safety reasons, or to cure any condition which may increase the possibility of a fire or other hazard if the Owner fails or refuses to cure the condition in the manner and within the time required in a Compliance Order issued to the Owner. Entry will only be during daylight hours and after no less than Twenty-Four (24) hours prior written or oral notice to the Owner, unless entry without notice is reasonably necessary to avoid an immanent threat of injury to or death of any Person, or damage to or destruction of any property. However, the right of entry reserved in this Section will not authorize entry into any Residence or Business Facility without permission of the Owner, except by emergency personnel acting in their official capacity.

Section 9.04: Easements for Public Utilities. Developer reserves, for itself and any Government Entity or private provider of any Public Utilities, an easement upon any and all Lots, Common Areas, and other portions of the Property for the purpose of placing, constructing, operating, repairing, maintaining, renovating, upgrading, rebuilding, expanding, replacing, relocating or removing any Public Utilities, and pruning, cutting or removing any trees, shrubbery or other vegetation that encroach into the Easement Area, or otherwise interfere with the proper operation and functioning of the Public Utility. No Improvement may be constructed or maintained on any portion of the Easement Area for any Public Utility without the prior written consent of the provider of the Public Utility. Likewise, the exercise of this easement must not unreasonably interfere with the use of any Improvements on any Lot or Common Area. The provider of any Public Utility must repair or replace any damage to, or destruction of, a Lot, Common Area, Improvement or other portion of the Property resulting from the exercise of this easement. This easement does not authorize entry into any Residence or Business Facility without permission of the Owner, except by emergency personnel acting in their official capacity.

Section 9.05: Easements for Drainage Facilities. Every Lot, Common Area and all other portions of the Property will be subject to a non-exclusive easement to and for the benefit of every other Lot, Common Area and other portion of the Property for the purpose of surface and subsurface storm water drainage and runoff in accordance with a master drainage plan established by the Developer. This easement will include, without limitation, the right to use or tie into any Drainage Facilities, and to divert storm water runoff into any Drainage Facilities at such points and in such manner as the

Developer determines. This easement will be subject to any restrictions regarding quantity, quality, rate and direction of discharge that the Developer may impose, or that any Government Entity may properly require under Applicable Law.

Section 9.06: Conservation and Preservation Easements. The Developer reserves a non-exclusive easement, but not the obligation, to enter upon any Conservation and Preservation Area to inspect, maintain, repair, restore, or otherwise protect or preserve the Conservation and Preservation Areas for the uses and purposes for which they were intended.

Section 9.07: Landscape Easements. The Developer reserves an easement, but not the obligation, to enter upon any Lot, Common Area or other portion of the Additional Property to inspect, maintain, repair, restore, or otherwise protect or preserve any Landscape Features that are intended to be, or to later become, a part of any Common Area. This easement does not relieve the Association or any Neighborhood Society of the obligation to maintain the Landscape Features or any other portion of the Common Areas.

Section 9.08: Easements to Common Area. The Developer, every Owner and the Founding Members will have a non-exclusive easement of access to, and use and enjoyment of, the Common Areas for the uses and purposes, and subject to all requirements and limitations, provided in this Declaration and all of the other Governing Documents. This easement does not limit or restrict any rights or obligations of the Association or any Neighborhood Society with respect to the Common Areas.

Section 9.09: Easements for Construction. Developer reserves an easement for ingress and egress upon, and use of, such portions of any unimproved Lots, the Common Areas and other portions of the Property as the Developer may at any time determine to be necessary or beneficial in connection with any activity directly or indirectly relating to the planning, construction, grading, development or any other Work on any portion of the Property. This easement will remain in effect with respect to any unimproved Lot for as long as the Developer owns any Lot in that Phase, and with respect to any Common Area for as long as the Developer owns any Lot in the Neighborhood in which the Phase is located. Developer further reserves an easement upon every Lot for a period of Five (5) years after the sale of the Lot by the Developer for the purpose of entering upon the Lot to make any necessary or beneficial corrections or changes to any grading or drainage patterns for the benefit of any adjacent or nearby Lots, Common Areas or other portions of the Property. However, the Developer will be obligated to restore any damage that occurs to any Improvements

on a Lot or Common Area as a result of exercise of this easement. In connection with the performance of construction of any Improvements on any Lot, the Developer may, but shall not be obligated, to grant to any Builder a temporary license or permission to use the easement reserved by the Developer in this Section (except the extended entry for grading and drainage matters), but only to the extent, in the manner and for the specific period of time Developer may decide.

Section 9.10: Developer's Marketing Easements. Throughout the Development Period, the Developer reserves an easement upon any Lot that the Developer owns, any Common Area and any other portions of the Property for any purpose directly or indirectly relating to the marketing, advertising, sale, lease, identification, description or any other form of promotion concerning any Lot, Neighborhood or the Community as a whole. This easement shall include, without limitation, any of the following that the Developer may desire: (i) the right to establish and operate one or more business offices, storage areas, construction yards, or model Residences or Business Facilities; (ii) the right to establish and operate one or more marketing, advertising, sales or leasing offices; (iii) the right to post and display any sign, flag, banner, billboard or other form of advertising; (iv) the right to conduct any commercial activity reasonably related to the any of the purposes under this Section, or any other rights and activities reserved for or permitted to be exercised by the Developer under this Declaration; and (v) the right to permit ingress, egress and parking of vehicles relating to any of these purposes. The Developer will have the obligation to repair or replace any Improvements removed, damaged or destroyed as a result of the exercise of this easement with an Improvement of substantially similar value, appearance and utility within a reasonable time following the date of removal, damage or destruction.

Section 9.11: Easements to Serve Additional Property. The Developer reserves a non-exclusive easement upon the Common Areas for any purpose directly or indirectly relating to access to, and construction on or development of, the Additional Property, whether or not any portion of the Additional Property is later activated and made subject to this Declaration. This easement includes, without limitation, a right of ingress and egress over the Common Areas for the construction of roads, or for tying into or installing any Public Utilities on the Additional Property. The Developer agrees that it will promptly repair or replace any damage to or destruction of the Common Areas which results from development of the Additional Property. The Developer further agrees that if it exercises this easement for permanent access to any portion of the Additional Property that is not later made subject to this Declaration, the Developer