

200400045630  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
10-11-2004 At 10:00 am.  
DECLARATION 208.00  
OR Book 550 Page 1483 - 1506

200400045630  
LOVELAND & BROSIUS  
50 W BROAD ST  
COLUMBUS, OH

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
TARTAN WEST

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

*Mark Fe...*

Richard L. Loveland  
Suite 3300  
50 West Broad Street  
Columbus, OH 43215

**INDEX**

<b><u>ITEM</u></b>	<b><u>PAGE</u></b>
Background	1
COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS	1
ARTICLE I – DEFINITIONS	2
A. Additional Property	2
B. Architectural Review Committee	2
C. Articles and Articles of Incorporation	2
D. Assessments	2
E. Board	2
F. Code of Regulations and Code	2
G. Common Expenses	2
H. Community Association	2
I. Community Common Elements	2
J. Declarant	2
K. Dwelling	2
L. Exempt Property	2
M. Final Development Plans	2
N. Governing Documents	3
O. Improvements	3
P. Individual Lot/Unit Assessment	3
Q. Lot	3
R. Manager	3
S. Member	3
T. Membership Fee	3
U. Occupant	3
V. Operating Assessment	3
W. Owner	3
X. Person	3
Y. Preliminary Development Plan	3
Z. Reserves	3
AA. Rules	4
BB. Special Assessment	4
CC. Tartan West	4
DD. Turnover Date	4
EE. Unit	4
ARTICLE II – GOALS	4
ARTICLE III – THE COMMUNITY ASSOCIATION	4
A. Purposes	4
B. Membership	4
C. Powers; Authority; Duties	5
D. Rules and Regulations	5
E. Sanctions	5
F. Implied Rights	5
G. Managing Agent	5
H. Insurance	5
1. Fire and Extended Coverage	5
2. Liability Coverage	6
3. Other	6
4. Use of Proceeds	6
I. Condemnation	6
J. Books; Records	6
ARTICLE IV – THE COMMUNITY COMMON ELEMENTS	6
A. Property Subject and To Be Subject	6
B. Vesting of Interests	7
C. Disposition or Mortgaging of Community Common Elements	7
ARTICLE V – ARCHITECTURAL REVIEW	7
A. Initial Construction	7
B. Architectural Review Committee	7
C. Jurisdiction	7
D. Adherence Standards	7
E. Requirement of Plan Approval.	8
F. Procedures	8
G. Failure to Approve or Disapprove	9
H. Variances	9
I. Enforcement	9

<u>ITEM</u>	<u>PAGE</u>
ARTICLE VI – MEMBERSHIP FEE: ASSESSMENTS	9
A. Membership Fee	9
B. Types of Assessments	9
C. Operating Assessments	9
1. Establishment	10
2. Apportionment	10
3. Assessment and Collection	10
4. Subsidization	10
D. Special Assessments	10
E. Individual Lot/Unit Assessments	10
F. Remedies	11
1. Late Charge	11
2. Liability for Unpaid Membership Fees and Assessments	11
3. Liens	11
4. Subordination of Lien	11
5. Contested Lien	11
6. Notice of Discharge	12
G. Suspension of Vote and Use of Community Common Elements	12
ARTICLE VII - COMMUNITY ASSOCIATION REPAIR AND MAINTENANCE RESPONSIBILITIES	12
ARTICLE VIII - GRANTS AND RESERVATION OF RIGHTS, EASEMENTS AND LICENSES	12
A. Easement of Enjoyment of Community Common Elements	12
B. Right of Entry for Repair	12
ARTICLE IX PROTECTIVE COVENANTS AND RESTRICTIONS	12
A. General	12
B. Uses	12
1. Residential Uses	12
2. Temporary Structure Use	12
3. Hobbies	12
4. Offensive Activities	13
(a) Waste	13
(b) Odors	13
(c) Lighting	13
(d) Sound	13
5. Service Screening, Storage Areas	13
6. Machinery and Equipment	13
7. Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes	13
8. Animals	14
9. Open Fires	14
C. Building, Improvement, and Other Limitations	14
1. Lot and Unit Splits	14
2. Dwelling Size	14
3. Garages	14
4. Outbuildings, Temporary Improvements	14
5. Antennas	14
6. Utility Service	14
7. Improvement Location	15
8. Sight Distance at Intersections	15
9. Storage Tanks	15
10. Improvement Exteriors	15
11. Exterior Materials and Colors	15
12. Signs	15
13. Landscaping	15
14. Maintenance	15
15. Drainage and Grading	15
16. Soil Removal	16
17. Fences	16
18. Swimming Pools	16
19. Solar Panels	16
20. Window Air Conditioning Units	16
21. Storage	16
22. Governmental Regulations	16

<u>ITEM</u>		<u>PAGE</u>
ARTICLE X	MISCELLANEOUS	16
	A. Term	16
	B. Enforcement	16
	C. Amendments	16
	D. Declarant's Rights to Complete Development	17
	E. Mortgagee Rights	17
	F. Indemnification	17
	G. Mutuality	18
	H. Severability	18
	I. Enforcement; Waiver	18
	J. Notices	18
	K. Attachment	18
	L. Construction	18
	M. Captions	18
ATTACHMENT 1	Property Subjected Hereby	

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
FOR TARTAN WEST**

This is a declaration of covenants, conditions, and restrictions, ("the Declaration") made on or as of this 6<sup>th</sup> day of October, 2004, by Tartan Development Company (WEST), LLC, an Ohio limited liability company ("Declarant").

**Background**

The following portion of this declaration is provided to assist in understanding its objectives. Many of the terms used herein are defined in Article I, the Definitions portion hereof, and it is recommended that those definitions be consulted in order to fully understand these provisions:

1. Declarant is the owner in fee simple of the real estate in the City of Dublin, partially in Delaware County, Ohio, and partially in Union County, Ohio, described in Attachment 1,

2. "Tartan West" is a proposed high quality residential development consisting of the property described in Attachment 1, and all improvements now or hereafter, constructed thereon, together with such other adjacent property, if any, as Declarant may determine, from time to time, to develop into additions to this residential community and to subject to the provisions hereof.

3. Tartan West is being developed in phases, to consist eventually of approximately 439 residential dwelling units, in the form of subdivision lots with single family homes to be built thereon, residential cluster dwelling units, and residential condominium units, a private fitness/wellness center, a banquet facility and public spa, and open space areas that include lakes, parks, wooded preserves and trails.

4. Development of Tartan West is to be performed pursuant to the provisions of the "Preliminary Development Plan".

5. The development criteria for each separate sub-area of Tartan West, referred to in the Preliminary Development Plan as Sub-Areas "A" through "L", inclusive, are set forth in the Preliminary Development Plan.

6. The development of each such Sub-Area is subject to the submission to, and review and final approval of detailed plans therefore by the appropriate governmental authority of the City of Dublin, which will adopt a "Final Development Plan" for each such Sub-Area.

7. It is anticipated that approved Final Development Plans for each Sub-Area will require various areas in and improvements on that Sub-Area to be maintained by an association of the owners of property in that Sub-Area, while other areas and improvements, such as public parks and public bike trails, are to be maintained by an association of all of the owners of residential property in Tartan West. These latter areas and facilities are referred to herein as "Community Common Elements".

8. It is further anticipated that the builder of residential dwelling units in a Sub-Area will subject the property therein to appropriate restrictions (consistent with the approved Final Development Plan for that Sub-Area and in addition to those set forth herein) and create a condominium or homes association, as appropriate, for that Sub-Area, whose members will be all Owners of dwelling units in that Sub-Area and which will be responsible to maintain areas and facilities in that Sub-Area designed to serve only the dwelling units and their Owners and Occupants in that Sub-Area, enforce restrictions applicable to that Sub-Area only, and maintain architectural review authority (together with the Architectural Review Committee) with regard to Improvements in that Sub-Area made subsequent to the time dwelling units have been constructed thereon.

9. For purposes of maintaining architectural control over all of Tartan West, administering and enforcing restrictions and protective covenants set forth herein applicable to all of Tartan West, owning and or having rights with respect to areas and facilities determined to be for the benefit of all of Tartan West, or prescribed by approved Final Development Plans to be maintained by all owners of homes in Tartan West or by a homes association of all homes in Tartan West, and to administer the same and the use of the same, Declarant shall forthwith cause the Tartan West Community Association (the "Community Association") to be formed.

10. The purpose of this Declaration is to establish a plan for the accomplishment of the objectives of the Community Association, and to memorialize these understandings. Accordingly, by this Declaration Declarant is establishing various rights and responsibilities with respect to Tartan West and parties subjected hereto and the Owners and Occupants of property in Tartan West, as it and they may be constituted from time to time.

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

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in Tartan West as presently constituted (described in Attachment 1), and as it may hereafter be constituted, Declarant, with respect to the property described in Attachment 1, hereby

declares that all of that property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of that property, 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, the City of Dublin, each owner of property in Tartan West, and the Community Association, and their respective heirs, successors, and assigns:

#### ARTICLE I - DEFINITIONS

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

- A. "Additional Property" -- property that may in the future be subjected to the plan provided herein, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property to be part of Tartan West and subjected to the provisions hereof, and may include any property adjacent to or contiguous with property a part of Tartan West as it is then constituted, provided that, with respect to other property that owner concurs with subjecting the same to the provisions hereof.
- B. "Architectural Review Committee" -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction, replacement and modification of Improvements in Tartan West, and to enforce adherence to the architectural standards set forth or adopted by the approved Final Development Plan for each Sub-Area, and to the extent not in conflict therewith, the Preliminary Development Plan.
- C. "Articles" and "Articles of Incorporation" -- the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating Tartan West Community Association ("the Community Association") as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").
- D. "Assessments" -- charges levied by the Community Association on Lots and Units and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot/Unit Assessments.
- E. "Board" -- the Board of Directors of the Community Association.
- F. "Code of Regulations" and "Code" -- the code of regulations of the Community Association (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, establishing certain administrative and operating rules and procedures for the Community Association.
- G. "Common Expenses" -- costs and expenses incurred by the Community Association in fulfilling its functions, including reasonable reserves as determined by the Board from time to time.
- H. "Community Association" -- an association of all of the Owners of residential property in Tartan West Community, at any time, except Owners of Exempt Property with respect to that property. It will forthwith be incorporated as an Ohio non-profit corporation named "Tartan West Community Association."
- I. "Community Common Elements" -- all real and personal property interests now or hereafter acquired by the Community Association for the common use and the enjoyment of the Owners and Occupants in Tartan West or for the operation of the Community Association. Property interests may include fee simple interests, leasehold interests, licenses and personal property.
- J. "Declarant" -- Tartan Development Company (WEST), LLC, an Ohio limited liability company, and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- K. "Dwelling" -- a home on a Lot and a residential Unit in a condominium in Tartan West.
- L. "Exempt Property" -- the portions of the real property comprising Tartan West that are: (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Delaware or Union County, the City of Dublin, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof and the same is not used for a residence or residences, (b) commercial property and facilities, such as, but not limited to, a private fitness/wellness center, a banquet facility and public spa, or (c) owned by the Community Association provided in either such case, the same is not utilized as a residence.
- M. "Final Development Plans" -- the final development plan for each Sub-Area of Tartan West approved by the appropriate governmental authorities of the City of Dublin, Ohio, the jurisdiction having and exercising control over the development of Tartan West.

N. "Governing Documents" -- the Community Association's Articles of Incorporation, Code of Regulations, its lawful Rules, and all amendments thereto, this Declaration, the Preliminary Development Plan (to the extent not superseded by or in conflict with Final Development Plans), the Final Development Plans approved, applicable building and zoning laws, subdivision and other plats of property in Tartan West Community, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot or Unit within Tartan West.

O. "Improvements" -- all Dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, and tennis and all other types of walkways, and recreational courts, fixtures and facilities, including tree houses, play houses, children's recreational equipment or structures, basketball hoops and playground equipment; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type, constructed or maintained on property in Tartan West.

P. "Individual Lot/Unit Assessment" -- an assessment that the Board may levy upon a Lot or Unit and its Owners to reimburse the Community Association for costs incurred solely on behalf of that Lot or Unit, or the Owners thereof, including without limitation, administrative charges for Rules violations, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Community Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to that Lot or Unit and its Owners.

Q. "Lot" -- a discrete parcel of real property now or hereafter identified upon a recorded subdivision plat of property in Tartan West, or any portion thereof, or recorded re-subdivision thereof, and any other parcel of real property designated as a Lot by Declarant, and subjected to the provisions of this Declaration, excluding any Exempt Property; provided that, for purposes hereof (unless specifically provided otherwise) if a parcel of real estate is designed for, intended to be, and is conveyed by Declarant to a builder or developer, for purposes of construction thereon of residential dwellings and, upon substantial completion of construction, the dwellings declared under law to be condominium Units, that parcel shall be considered and deemed to contain that number of "Lots" that equals the number of residential dwellings that are authorized by law, and approved by Declarant, to be so constructed and declared on that parcel of real estate. Of course, upon a residential dwelling Unit being so constructed and declared, the same shall no longer be or be deemed to be a "Lot" hereunder, but rather, at the time declared and thereafter, shall be considered and deemed to be a "Unit."

R. "Manager" -- a Person retained by the Board to assist in the management of the Community Association.

S. "Member" -- any Person who is an Owner of a Lot or Unit is a "Member" of the Community Association during the period of time that Person is an Owner, excepting, in all cases, Owners of Exempt Property with respect to that property. In addition, Declarant shall also be a Member so long as it owns any property in Tartan West.

T. "Membership Fee" -- a mandatory charge by the Community Association for membership in the Community Association on each Unit that has been conveyed to a bona fide purchaser and its Owner or Owners, and successor Owner and Owners, and each Lot that has had a Dwelling constructed thereon and that has been conveyed to a bona fide purchaser and its Owner or Owners, and successor Owner or Owners, except Exempt Property and its Owner or Owners with respect to that property..

U. "Occupant" -- an individual lawfully residing in a Dwelling, regardless of whether that individual is an Owner.

V. "Operating Assessment" -- an assessment that the Board may levy upon all residential Lots and Units in Tartan West, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses.

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

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

Y. "Preliminary Development Plan" -- means the development plan for Tartan West dated December 5, 2003, approved by the appropriate governmental authorities of the City of Dublin, Ohio.

Z. "Reserves" -- funds that may be charged and collected to meet future needs of the Community Association.

AA. "Rules" -- the rules and regulations established by the Board from time to time.

BB. "Special Assessment" -- an assessment that the Board may levy upon all Units and Lots that have had Dwellings constructed thereon and that have been conveyed to bona fide purchasers, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of Reserves, such as costs for major capital improvement replacements and for major new capital improvements.

CC. "Tartan West" -- means and includes all of the real estate described in Attachment 1 and additional thereto as may from time to time be subjected to the provisions hereof, as hereinafter provided.

DD. "Turnover Date" -- the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the time when Tartan West has been fully developed, including all Additional Property added, all Improvements completed, and all Lots and Units have been sold and conveyed to bona fide purchasers, provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Community Association, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

EE. "Unit" -- A discrete parcel of real property a part of Tartan West identified as a "Unit" in a duly recorded declaration of condominium and shown on filed drawings for the condominium, or on duly recorded or filed amendments thereto.

#### ARTICLE II - GOALS

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

A. Promotion of the health, safety and welfare of all Owners and Occupants of property in Tartan West;

B. Ownership, administration, preservation, beautification and maintenance of Tartan West's Community Common Elements and all Improvements thereon;

C. Enforcement of architectural controls as set forth herein, and enforcement of restrictions applicable to all or any part of Tartan West;

D. Compliance with all zoning and similar governmental regulations applicable to Tartan West; and

E. Provide for mandatory membership of residential Lot and Unit Owners in Tartan West, as it may be constituted, from time to time, in the Community Association, and the assessment for and collection of funds to fulfill its objectives.

#### ARTICLE III - THE COMMUNITY ASSOCIATION

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

1. have easements and licenses with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in Tartan West that benefit all of Tartan West and its Owners and Occupants, eventually including, without limiting the generality of the foregoing, Tartan West development entryway monuments and structures, and other entryway features, parks, trails and bike paths, and such other Improvements and amenities as serve all of Tartan West, as set forth herein, and as hereafter initially determined by Declarant, and after the Turnover Date, as determined by the Community Association's Board, and/or as dictated by the appropriate governmental authorities of the City of Dublin;

2. administer and enforce the provisions of the Governing Documents of the Community Association, and in the Board's sole and unfettered discretion, the provisions of the covenants, conditions, restrictions, governing organizational documents and Rules imposed on or encumbering any residential Lot or Unit within Tartan West; and

3. assess, collect and disburse funds necessary to fulfill these purposes.

B. Membership. The Community Association is and shall be an association of all Owners of Lots and Units in Tartan West, from time to time, except owners of Exempt Property. Declarant shall also be a member for so long as it owns any property in Tartan West, and is presently its sole member. As Tartan West is subdivided into Lots and reserves by the filing of plats, and Units, by the recording of declarations of condominium and amendments thereto, the Owners of those properties, (except owners of Exempt Property, if any), shall automatically become and be additional Members during such time as they are Owners with respect to those Lots and Units. Those Lots and Units shall be held, sold and conveyed subject to the requirement that the Owners thereof be Members during the time they are Owners, regardless of whether or not such requirement is set forth on a subdivision plat, declaration of condominium, or amendment thereto, deed restriction, or instrument of transfer or conveyance, or the



transfer is by operation of law, or otherwise. Membership is and shall be appurtenant to and inseparable from status as an Owner, and automatically arises at the time the fee simple interest in a Lot or Unit is transferred of record, or by law, or in the case of a recorded land installment contract, at the time the same is recorded. Voting rights of Members are set forth in the Code of Regulations.

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

D. Rules and Regulations. The Community Association through its Board may make and enforce reasonable Rules governing the use of the Community Common Elements, the levying and collection of assessments for the operation of the Community Association, the levying and collection of administrative and enforcement charges for the infraction of provisions of the Governing Documents, including but not limited to the Rules, and the covenants, conditions and restrictions imposed on or encumbering any Lot or Unit within Tartan West, and for other purposes consistent with its goals. All of such Rules shall be consistent with the provisions of the Governing Documents.

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

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

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

H. Insurance.

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

(a) shall provide that no assessment may be made against an institutional mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot or Unit, and its appurtenant interest, superior to the lien of such mortgage;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports or its successors guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating;

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

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

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

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

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

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

J. Books; Records. Upon reasonable request of any Member or any holder, insurer or guarantor of a first mortgage on a Lot or Unit, the Community Association shall be required to make reasonably available during normal business for inspection by any Member or any holder, insurer, or guarantor of a first mortgage on a Lot or Unit, all books, records and financial statements of the Community Association.

#### ARTICLE IV - THE COMMUNITY COMMON ELEMENTS

A. Property Subject and To Be Subject. The Community Common Elements shall consist of (1) those properties that have been or that are hereafter created by subdivision or other plat and specified thereon or in Final Development Plans to be conveyed to an association of all of the owners of property in Tartan West, (2) easements and licenses shown or noted thereon to be held by that association, (2) all property, real and personal, and/or property rights that Declarant determines in its sole and unfettered discretion to be Community Common Elements, and so designates, and that benefits all of Tartan West and its Owners, or required to be maintained by the Community Association by appropriate governmental authorities, and (3) such property, real and personal, and/or property rights that the Board deems desirable and acquires to fulfill the goals of the Community Association. It is not contemplated that such Community Common Elements will include substantial recreation facilities such as but not limited to community buildings, swimming pools, or tennis courts, but nothing contained herein shall limit or restrict Community Common Elements from including such things as Tartan West development entryway monuments and other entryway features, such as, but not limited to, vineyard trellises, shelters, service buildings, park areas, park benches, bike and walking trails and accessory improvements, or rights or licenses with respect thereto, and signage and other development improvements identifying the development as Tartan West and/or providing appropriate directional and traffic control assistance.

B. Vesting of Interests. From time to time Declarant shall convey, transfer or cause to be conveyed or transferred to, or vested in, the Community Association, property and/or rights and licenses meeting the criteria set forth in paragraph A of Article IV, above, whereupon the same shall be and become Community Common Elements. Additionally, Easement rights to the Community Association set forth in subdivision or other plats and condominium declarations and amendments thereto shall become Community Common Elements and vested in the Community Association upon the recording of those documents. All such conveyances of fee interests in real property by Declarant shall be by limited warranty deed, free and clear of all encumbrances except covenants, easements and restrictions of record and the lien of general real estate taxes and installments of assessments not then due and payable. The Community Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant. The Community Association shall accept "as is" the conveyance of all property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the materials or furnishings which has been or will be used in such property or repairs. By acceptance of title to any Community Common Elements, the Community Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Community Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use, accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom. After any such transfer, the Community Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration.

C. Disposition or Mortgaging of Community Common Elements. No Community Common Elements owned by the Community Association shall be disposed of except as otherwise provided or permitted in the Governing Documents, provided that, in any event, no Community Common Elements owned by the Community Association may be mortgaged or conveyed without the consent of Members exercising not less than seventy-five percent (75%) of the voting power of Members.

#### ARTICLE V – ARCHITECTURAL REVIEW

A. Initial Construction. Declarant, its successors and assigns, shall have and exercise all rights of the Architectural Review Committee hereinafter set forth in this Article to review, approve or disapprove plans and specifications for all residential dwelling units and all Improvements initially constructed in Tartan West by builders, until all dwelling units and other Improvements to be constructed therein have been constructed, or until such earlier time, as Declarant, in its sole discretion, determines to assign that right to the Architectural Review Committee. Accordingly, and in conformity with this requirement, all references in this Article to "Architectural Review Committee" shall, with respect to improvements initially installed by builders in Tartan West, but those only, mean and shall be construed to mean, solely Declarant, or its designated successors and assigns, and all approval procedure, rights and authorities set forth or invested herein to or with respect to the Architectural Review Committee shall be applicable with respect to and vested in Declarant so long as it fulfills that function.

B. Architectural Review Committee. Forthwith upon the recording of this Declaration, Declarant shall appoint an Architectural Review Committee, which shall initially consist of no fewer than three individuals, one of whom is a registered architect and one of whom is a licensed landscape architect. Until the Turnover Date Declarant, subject to the foregoing, shall have the sole right to determine the number of members of this committee, and who those members are, and shall have the sole right and power to remove and replace those members. From and after the Turnover Date the Architectural Review Committee shall be of such number, and have such qualifications, as the Board, in its sole discretion, may from time to time designate, but the Board shall at all times endeavor to have a registered architect and a licensed landscape architect on the Architectural Review Committee.

C. Jurisdiction. From and after the time an initial Improvement approved by Declarant has been constructed, thereafter with respect to any further Improvements, or modifications thereof, including additions, repairs, changes, alterations, and replacement of Improvements, the Architectural Review Committee shall have the right, power and authority to receive and review all plans and specifications for the proposed change or modification of the Improvement visible to the public, or which could affect the health, welfare, comfort or safety of any other property or property owner in Tartan West, and to approve or disapprove the same. Nothing contained in the authority or responsibilities set forth herein shall limit or restrict the right of any condominium or home owners association for property in a Sub-Area from likewise requiring review and approval of any proposed Improvements by its association or a delegated committee or representative thereof, provided any such review and approval shall not waive the requirement, in instances in which the Architectural Control Committee has jurisdiction, that approval also be obtained from it.

D. Adherence Standards. In reviewing, evaluating, and approving or disapproving any application to make, modify, alter, repair changes or replace any Improvement, the Architectural Review Committee shall evaluate all site plans and architectural plans for adherence to the Final Development Plan applicable, and to the extent not in conflict therewith, the Preliminary Development Plan, and to the

design guidelines established in the architectural palette, design standards and diversity standards set forth therein or promulgated pursuant thereto, and shall administer and enforce the guidelines during the construction of the Improvement. Notwithstanding any other provision hereof, no fence or mailbox shall be constructed or maintained in Tartan West that does not meet the requirements regarding fences and mailboxes promulgated by the appropriate governmental authorities of the City of Dublin, as well as the approval of the Architectural Control Committee.

E. Requirement of Plan Approval. Except with respect to initial Improvements approved by Declarant, no person shall construct, make addition to, make any change in, or repair or replace, any Improvement in Tartan West, visible to the public, or which could affect the health, welfare, comfort or safety of any other property or property Owner in Tartan West, without the prior written consent of the Architectural Review Committee. Each Owner covenants that no tree removal, excavation, construction or other site work which would in any way alter the property from its present state shall be commenced, no building and/or structure shall be erected, and no materials shall be stored upon any property in Tartan West by any Owner or his/her/their agents, heirs, successors or assigns until the Architectural Review Committee shall have approved, in writing, the plans and specifications pursuant hereto. If the Architectural Review Committee disapproves said plans and specifications, the Owner may revise and resubmit said plans and specifications until approval is received. Approval of plans and specifications shall constitute the commitment of the Owner to make the approved Improvement according to the approved plans and specifications within a reasonable time, not to be longer than one year from the date of approval.

F. Procedures.

1. Prior to making any such Improvement the Owner or Owners of the property on which the Improvement is to be made shall submit two (2) sets of complete building and site plans with specifications of the buildings and structures intended to be erected to the Architectural Review Committee setting forth the following:

(a) the general arrangements of the interior and exterior of the building and/or structure, including plans for all floors, cross sections and elevations, including projections and wing-walls; the color and texture of the building materials and the manufacturers thereof; the type and character of all windows, doors, exterior light fixtures, and appurtenant elements such as decorative walls, chimneys, driveways, and walkways; and the location of the building and/or structure including front, side, and rear setbacks, driveway locations, garage openings, orientation of the building and/or structure to the topography, and conformance of the Improvements with the master grading and drainage plan:

(b) mailboxes, address markers;

(c) landscaping, fencing, and screening;

(d) patios, decks, gazebos, and porches;

(e) signs and parking areas;

(f) exterior lighting plans;

(g) swimming pools, swing sets, play areas, basketball boards, and similar improvements;

(h) certification that the finished Improvements will conform to the standards described in paragraph D of this Article V; and

(i) such other information, data, and drawings as may be reasonably requested by the Architectural Review Committee.

2. Each Owner, by acceptance of a deed to a Lot or Unit in Tartan West, further acknowledges that in considering plans and specifications submitted, the Architectural Review Committee will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed Improvements on adjacent Lots and Units and the effect of said proposed Improvements on the Owner's Lot or Unit with reference to its effect upon neighboring Lots and Units and the overall development of Tartan West.

3. Submitted specifications shall otherwise be prepared according to the requirements of the Architectural Review Committee and the restrictions contained herein.

G. Failure to Approve or Disapprove. If the Architectural Review Committee fails either to approve or disapprove any such plans and specifications within thirty (30) days after all required plans and specifications and other information has been delivered to it, it shall be conclusively presumed that the Architectural Review Committee has approved the Improvements. In disapproving any Improvement and Architectural Review Committee shall specify the elements which are deemed objectionable. If the Architectural Review Committee disapproves said plans and specifications, the Owner may revise and resubmit said plans and specifications until approval is received. In addition, the Architectural Review Committee reserves the right to charge for those costs and expenses incurred by the Architectural Review Committee in the utilization of its architect or planner in the preparation, submission or re-submission of any Person's or Owner's plans and specifications for approval.

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

I. Enforcement. Pursuant to the provisions of the Preliminary Development Plan failure by the Architectural Review Committee to perform its duties and enforce the architectural diversity standards set forth therein shall constitute a zoning violation and vest in the City of Dublin the right to institute appropriate lawful actions as is deemed necessary to assure that the Architectural Review Committee performs its duties and requires adherence to the architectural diversity standards. The City of Dublin shall not however, have the right to withhold building permits for which application has been made prior to written notification to the Architectural Review Committee of any such violation.

**ARTICLE VI - MEMBERSHIP FEE: ASSESSMENTS**

A. Membership Fee. Each time that there is the transfer for value of the fee simple interest in a Lot with a Dwelling on it to a bona fide home purchaser or a Unit to a bona fide home purchaser, or in the case of a sale under a land installment contract, each time a land installment contract, for value, for a Lot with a Dwelling on it or a Unit, is recorded, the purchasers and that Lot or Unit shall be assessed and there shall immediately become due and payable to the Community Association upon conveyance a Membership Fee of One Hundred Fifty Dollars (\$150.00) for membership in the Community Association. This assessment shall not be charged to a builder who constructs a Unit or a Dwelling on a Lot, but shall be charged to each purchaser of a Lot or Unit at the time of purchase. The Membership Fees may be utilized by the Community Association in furtherance of its purposes, is not in lieu of any other assessments, and is not refundable when a Lot or Unit is transferred.

B. Types of Assessments. Each residential Lot (as previously defined) whether or not a Dwelling has been constructed thereon, and each Unit in Tartan West (excluding Exempt Property and the Owners thereof with respect to that property) except Lots still owned by Declarant, and its Owner or Owners, shall be subject to the following assessments:

1. Operating Assessments;
2. Special Assessments; and
3. Individual Lot/Unit Assessments;

established, assessed, and collected, as hereinafter set forth in this Article VI, and subject to the provisions set forth herein. No Owner may gain exemption from liability for any assessment by waiving or foregoing the use or enjoyment of any of the Community Common Elements, or by abandoning that Owner's Lot or Unit.

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

1. the cost of the maintenance, repair and replacement of Community Common Elements;
2. the costs for insurance and bond premiums to be provided and paid for by the Community Association;
3. the cost for utility services, if any, charged to or otherwise properly payable by the Community Association;
4. the costs to administer and enforce restrictions and protective covenants;
5. the estimated amount required to be collected to maintain a general operating Reserve to assure availability of funds for normal operations of the Community Association, in an amount deemed adequate by the Board of Directors;

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

7. the costs for the operation, management and administration of the Community Association and the Community Common Elements, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, costs to administer and enforce the provisions hereof, fees for legal and accounting services, including legal costs to enforce the provisions hereof, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Community Association not otherwise herein specifically excluded;

all of which shall constitute Common Expenses, the Board of Directors shall establish, levy, and collect Operating Assessments in accordance with the following:

1. Establishment. Prior to the closing of the sale by Declarant of the first Unit or Lot, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of that first sale, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.

2. Apportionment. For such part year, and for each calendar year thereafter, the Board shall reasonably estimate the total number of Units and Lots to be subject to the same, ascribe an equal pro rata share of such estimated Common Expenses to each such Lot and Unit, and assess each such Lot and Unit so subjected, and its Owner or Owners, an equal share.

3. Assessment and Collection. Commencing the first full month after a residential Unit or a Lot has been conveyed to a bona fide purchaser, the Lot and its Owner or Owners shall be assessed Operating Assessments for that calendar year, or part year, provided that the apportioned amount per Unit or per Lot, determined as provided in Item 2, above, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year from the time the Unit or Lot became subject to Operating Assessments is to twelve.

4. Subsidization. Notwithstanding the foregoing, or any provisions hereof, until the earlier of the Turnover Date or January 1, 2007, Declarant shall subsidize those costs to the extent they exceed the sum of Twelve Hundred Dollars (\$1,200) per year per Lot or Unit so assessed a share of those estimated funds needed.

Notwithstanding the foregoing, or any other provision hereof, in the interests of administration efficiency, instead of billing the individual Unit or Lot Owners for such shares, the Community Association may render statements for those shares to a condominium association or a homes association, as appropriate, and the condominium association or homes association, as appropriate, shall pay those shares and charge their individual Unit or Lot Owners and Lots and Units their respective shares of those Community Association charges. The lien rights and other remedies available to a condominium association, or homes association, as set forth in their respective governing documents, shall also be applicable to each Lot or Unit, as the case may be, and its Owners, and shall be assessed, collected and enforced by the applicable homes association or condominium association, or by the Community Association, as provided herein.

D. Special Assessments. The Board may allocate to all Lots and Units subject to Operating Assessments Special Assessments to pay for additional Common Expenses such as permitted capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of Reserves, unanticipated operating deficiencies (other than those which are to be subsidized by Declarant) or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among the Lots and Units on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

E. Individual Lot/Unit Assessments. The Board may levy an Individual Lot/Unit Assessment against any Lot or Unit and the Owners thereof (other than Exempt Property and its Owners) to reimburse the Community Association for costs incurred with respect to a Lot or Unit or its Owner or Owners resulting from an act or omission by any Owner, Occupant, or invitee thereof, including without limitation, administrative and enforcement charges by the Community Association reasonably determined by the Board to be an Individual Lot/Unit Assessment. By way of illustration, the Board may levy an Individual Lot/Unit Assessment in the nature of an administrative charge reasonably determined by the Board against a Lot or Unit of any Owner or Owners who violate the Rules, or any provision of the Governing Documents, or who suffer or permit the Members, guests, invitees or tenants of that Owner's or Owners'

Dwelling to violate the same. Upon its determination to levy an Individual Lot/Unit Assessment, the Board shall give the affected Owner or Owners written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot/Unit Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Individual Lot/Unit Assessment.

F. Remedies. In the case of Membership Fees, and in the event that the Community Association itself assesses and collects Assessments, or if for any reason a homes or condominium association fails or refuses to collect and remit any Assessment levied by or on behalf of the Community Association, the Community Association may assess and collect the same, and, in any such case the following shall apply with respect thereto:

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

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

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

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on the Lot or Unit recorded prior to the date on which such lien of the Community Association arises, and any holder of such first mortgage which comes into possession of a Lot or Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot or Unit 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.

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

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

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

#### ARTICLE VII – COMMUNITY ASSOCIATION REPAIR AND MAINTENANCE RESPONSIBILITIES

Subject to the provisions hereof, the Community Association shall, at its cost, maintain, repair and replace all Improvements constituting a part of the Community Common Elements owned by the Community Association.

#### ARTICLE VIII – GRANTS AND RESERVATION OF RIGHTS, EASEMENTS AND LICENSES

A. Easement of Enjoyment of Community Common Elements. Every Owner shall have a right and easement (in common with all other Owner(s)) of enjoyment upon the Community Common Elements owned or controlled by the Community Association, other than that consisting of an easement, or license which right shall be appurtenant to, and shall pass with the title to, that Person's Lot or Unit, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of enjoyment to Occupants, licensees and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Community Association shall have a right of entry and access to the property subject hereto, for the purpose of performing the Community Association's rights or fulfilling its obligations set forth herein. The Community Association may enter any Unit or Lot or Improvement thereon or the common areas and facilities of a condominium or improvements thereon, to maintain, repair or replace the Community Common Elements, if necessary.

#### ARTICLE IX – PROTECTIVE COVENANTS AND RESTRICTIONS

A. General. The purpose of the protective covenants and restrictions set forth in this Article IX is to establish a general set of restrictions applicable to all of Tartan West except Community Common Elements and Exempt Property. However, for purposes only of the application of various provisions of this Article IX, the term "Lot" shall not include parcels of land designed, zoned and intended to have future residential/condominium Units constructed thereon and created as condominium Units under the laws of the State of Ohio.

B. Uses.

1. Residential Uses. Except as otherwise specifically provided in this Declaration, no Lot or Unit 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 rooming house, 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, making professional telephone calls or corresponding in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) during the construction and initial sales period, Lots, Units and property on which residential condominium Units are being constructed may be used for construction and sales purposes and sales models by Declarant and by builders and developers as approved by Declarant, in its sole discretion.

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

3. Hobbies. Hobbies or activities that tend to detract from the aesthetic character of Tartan West, and Improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Board. This limitation has reference to, but is not limited to, such activities as automobile and boat repair.



4. Offensive Activities. No activity noxious or offensive in the reasonable judgment of the Board shall be carried on or permitted upon any part of Tartan West, 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:

(a) Waste. Except for the reasonably necessary activities of Declarant and by builders during the active development of Tartan West, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of Tartan West;

(b) Odors. No odors shall be permitted to arise or to be emitted therefrom so as to render any portion of Tartan West unsanitary, unsightly, offensive, or detrimental to any of the remainder of Tartan West or to any Occupants thereof;

(c) Lighting. No exterior lights, the principal beam of which shines upon portions of Tartan West other than the Lot or Unit upon which they are located, or otherwise carry unreasonable interference with the use and enjoyment of any Lot or Unit by the Occupants thereof, shall be permitted on any Lot or Unit provided that lighting of model homes and the Community Common Elements, including but not limited to lighting of subdivision entryway features, shall not be prohibited nor constitute an unreasonable interference with the use or enjoyment of any Lot or Unit or Occupant;

(d) Sound. No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot or Unit, 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;

5. Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within buildings until the time scheduled for pick up and disposal. Except during the active period of construction on any Lot or of a proposed Unit, no materials, supplies or equipment shall be stored in Tartan West except inside closed buildings.

6. Machinery and Equipment. No commercial machinery or equipment of any kind shall be placed, operated or maintained in Tartan West except such machinery or equipment reasonably necessary for use in connection with maintenance, or construction of Improvements approved by the Architectural Review Committee.

7. Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes.

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

(b) Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on any street or on any Lot or common elements in a condominium in Tartan West (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences.

(c) For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than twenty-one (21) feet; all vehicles that include any visible exterior storage of tools or materials except no more than two visible ladders. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers shall in every instance be considered to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a

manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

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

8. 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 in any Unit, or any portion thereof. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit or in a residence on a Lot or in a Unit provided that: (i) no more than two of any type of animal, other than fish, may be maintained in any residence (except when less than three months of age); (ii) the maintaining of animals shall be subject to such Rules as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right to maintain any particular animal or any particular breed or species of animal shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of such animal, breed or species constitutes a nuisance or creates a detrimental effect on other owners or Occupants, or Tartan West as a whole.

9. Open Fires. Open fires, leaf burning, trash burning, or the like, excepting only domestic use of indoor fireplaces and wood burning stoves, commercially made barbecue grills, and natural gas lights, are prohibited.

C. Building, Improvement, and Other Limitations.

1. Lot and Unit Splits. No Lot and no Unit, once created, shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, unless approved by the Community Association and all governmental authorities having jurisdiction.

2. Dwelling Size. No Dwelling in Tartan West shall exceed two and one-half stories in height, or that, exclusive of basements, garages, attics, and open porches and patios, has a square foot floor area less than what is required by the applicable zoning and subdivision control ordinances of the City of Dublin.

3. Garages. Each single-family residence must have at least a two-car attached garage.

4. Outbuildings, Temporary Improvements. Except as hereinafter otherwise provided, no outbuildings, storage sheds or 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 or Unit or Units, provided, in addition, that the Board 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 construction of the building(s) 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 Architectural Review Committee. Notwithstanding the foregoing, one or more Lots and Units may be used for model and sales purposes during the period of the initial sale of Lots and Units.

5. Antennas. No antenna or dish for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained outside any building, whether attached to an improvement or otherwise, including, but not limited to satellite dishes, unless approved by the Architectural Review Committee, or unless required to be permitted by law, but subject to such lawful Rules as the Board may from time to time adopt, and the further limitation that satellite dishes may not exceed twenty-four (24) inches in diameter and must be erected or installed to minimize visibility from the street which the Dwelling fronts.

6. Utility Service. No lines, wires or other devices providing utility services, including telephone, television, data, and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in Tartan West 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 if currently existing or permitted pursuant to the provisions of existing easements, or if properly screened and approved by the Architectural Review Committee. 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.

7. Improvement Location. All 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 Architectural Review Committee approves in writing some other placement. All Dwellings must be situated between the front and rear setback lines, as shown on a recorded plat or condominium drawing. For purposes hereof, eaves and steps shall not be considered part of a Dwelling, provided that this shall not be construed to permit any portion of any Dwelling to encroach on property other than on which the Dwelling is situated.

8. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the public street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the public street property lines, or in the case of a rounded property corner, from the intersection of the public street property lines extended. The same sight-line limitations shall apply on any Lot or Unit within ten (10) feet from the intersection of a public street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

9. 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 Tartan West outside a building, except (a) storage tanks used during the construction of residences; and (b) propane tanks having a capacity of thirty (30) pounds or less, for use to power a gas grill.

10. Improvement Exteriors. All windows, porches, balconies, decks, patios and the exteriors of buildings and other Improvements shall at all times be maintained in a neat, clean and orderly condition. No clotheslines or other outside drying or airing facilities shall be permitted on the exterior of any Dwelling, and no clothing or any other household fabrics shall be hung in the open.

11. 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 Architectural Review Committee shall have the right to approve or disapprove exterior materials and colors.

12. Signs. No signs of any character shall be erected, posted or displayed in Tartan West except: (i) marketing signs installed by or with the consent of Declarant during the period of the initial sale of homes; (ii) street and identification signs installed by, or at the direction of, the Community Association, the Declarant or any governmental agency; and (iii) one temporary professional real estate sign on a Lot or Unit not to exceed five (5) square feet in area advertising that Lot or Unit is for sale or lease.

13. Landscaping. All property in Tartan West shall be landscaped according to the plans approved by the Architectural Review Committee, and by the appropriate governmental authorities. 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 and diseased trees and limbs from that owner's Lot and the association of each condominium in Tartan West shall remove dead and diseased trees and limbs from that condominium's common elements.

14. Maintenance. Subject to limitations on use and maintenance as shown and set forth on a plat of Tartan West, no property in Tartan West or improvement therein 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 Architectural Review Committee.

15. Drainage and Grading. No drainage ditches, cuts, swales, impoundments, mounds, knobs, 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 pattern, may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the prior consent of the Architectural Review Committee. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established for Tartan West, or any part

thereof, without the prior written consent of the Architectural Review Committee. The Community Association and its representatives shall have the right to enter upon any property in Tartan West 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.

16. Soil Removal. No soil shall be removed from any property in Tartan West for commercial purposes.

17. Fences. No fence, wall, or barrier of any kind not approved by the Architectural Review Committee in connection with its initial approval of Improvements in Tartan West may be erected in Tartan West, except as required by law or with the prior written approval of the Architectural Review Committee. By way of example, and not limitation, compliance with the following standards shall be considered by the Architectural Review Committee in reviewing fence applications:

(a) fences or walls shall be constructed of approved materials only, provided that in no event shall chain link fencing be permitted; and

(b) unless otherwise approved in writing by the Architectural Review Committee, in its sole discretion, no fence or wall shall be constructed in excess of forty-eight (48") above grade.

18. Swimming Pools. Above-ground swimming pools and portable swimming pools (other than hot tubs designed to hold no more than eight (8) persons) are not permitted. Swimming pools permitted, if any, shall be visually screened.

19. Solar Panels. No solar panels shall be permitted.

20. Window Air Conditioning Units. Except as otherwise permitted by the Architectural Review Committee, no window air conditioning unit shall be permitted in any window in a Dwelling that faces a public street.

21. Storage. Except for the reasonably necessary activities of Declarant and builders during the original development of Tartan West, no open storage of any kind is permitted. No accessory building or storage shed, in addition to the actual Dwelling itself, shall be permitted on any Lot, for any purpose whatsoever.

22. Governmental Regulations. Each building site is subject to all present and future applicable laws, ordinances, rules, regulations and orders of the United States Government, the State of Ohio, Delaware and Union Counties, City of Dublin, and any other political subdivision and any administrative agency of any of the foregoing having jurisdiction thereof. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rule, regulations and orders. In the event of any conflict between any such applicable laws, ordinances, rules, regulations and orders and these protective covenants, the most restrictive provisions shall govern and control.

**ARTICLE X - MISCELLANEOUS**

A. Term. The provisions hereof shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for record with the Recorders of Delaware and Union Counties, Ohio and thereafter the Declaration shall automatically renew forever for successive periods of ten (10) years each unless earlier terminated with the consent of Members exercising not less than ninety percent (90%) of the voting power of all Members.

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

C. Amendments.

1. Until the Turnover Date, Declarant may in its sole and absolute discretion unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners, 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 any Lot or Unit or the Community Common Elements; or (c) necessary to correct errors; provided, however, any such amendment shall not materially

adversely affect the title to any Lot or Unit unless the Owner or Owners thereof have consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or its assignee of such right or privilege, nor shall any such amendment increase Declarant's rights hereunder, except to the extent all Owners rights are increased in the same measure, or relieve Declarant of any obligations hereunder. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorders of Delaware and Union Counties, Ohio, an amendment to this Declaration specifying that such Additional Property is part of Tartan West. Such an amendment shall not require the joinder or signature of the Community Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

2. After the Turnover Date, this Declaration may be amended or modified with the approval of Members holding not less than seventy-five percent (75%) of the voting power of Members, provided that the consent of the Declarant shall also be required for any amendment or modification affecting Declarant's rights hereunder, and further provided that the consent of all Members shall be required for any amendment which effects a change in the voting power of any Member, the method of allocating Common Expenses among Owners, the fundamental purpose for which the Community Association is organized, or the obligation of each residential Lot Owner and each Unit Owner to be a Member of the Community Association. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Community Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements hereof. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorders of Delaware and Union Counties, Ohio.

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

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

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

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

F. Indemnification. The Community Association shall indemnify every Officer and Director of the Community Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which that individual may be a party by reason of being or having been an Officer or Director. The Officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Officers and Directors of the Community Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association, and the Community Association shall indemnify and forever hold each such Officer and Director free from and harmless against any and all

liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer or Director, or former Officer or Director, may be entitled by law or the provisions of any other Governing Document.

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

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

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

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

K. Attachment. The attachment hereto is a part of this Declaration as if set forth in full herein.

L. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

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

IN TESTIMONY WHEREOF, Declarant, Tartan Development Company (West), LLC, has duly caused the execution of this Declaration on its behalf on or as of the date hereafter set forth.

TARTAN DEVELOPMENT COMPANY (WEST), LLC,  
an Ohio limited liability company

By TDA/SJS Holding Company, LLC, an Ohio  
limited liability company, its Managing Member

By Thomas D. Anderson  
Thomas D. Anderson, President

STATE OF OHIO  
COUNTY OF Franklin, SS:

This instrument was executed and acknowledged before me by Thomas D. Anderson, President of T.A. Development Company, an Ohio corporation, Managing Member of TDA/SJS Holding Company, LLC, an Ohio limited liability company, Managing Member of TARTAN DEVELOPMENT COMPANY (WEST), LLC, an Ohio limited liability company, on behalf of said corporation and limited liability companies, this 10th day of October, 2004.



KAWAL J. SINGH  
Notary Public, State of Ohio  
My Commission Expires July 12, 2008  
Kawalsingh  
Notary Public

This instrument prepared by Richard L. Loveland, Esq., Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215.  
DEC OF COVENANTSTARTON WEST (CLEAN)10/5/04

ATTACHMENT 1

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TARTAN WEST

Property Subject  
(248.8 Acres)

Situated in the State of Ohio, Counties of Delaware and Union, City of Dublin and Township of Jerome, Survey Numbers 2925, 3014, 3452 and 5162 of the Virginia Military District and described as follows:

Beginning at the intersection of the centerline of Jerome Road with the Union County and Delaware County Line;

thence leaving said centerline and said county line, the following courses;

South 00° 50' 12" East, a distance of 37.33 feet;

South 54° 19' 22" East, a distance of 9.35 feet;

South 54° 26' 49" East, a distance of 273.49 feet;

South 34° 16' 26" West, a distance of 266.43 feet;

South 89° 09' 48" West, a distance of 74.44 feet;

South 00° 50' 12" East, a distance of 696.48 feet;

South 83° 32' 16" West, a distance of 195.00 feet;

South 47° 25' 27" West, a distance of 332.85 feet;

South 07° 34' 33" East, a distance of 796.40 feet;

North 79° 25' 27" East, a distance of 235.92 feet;

South 09° 34' 33" East, a distance of 395.00 feet;

North 73° 55' 51" East, a distance of 58.48 feet;

South 00° 50' 12" East, a distance of 143.94 feet;

South 00° 45' 12" West, a distance of 201.89 feet;

South 82° 39' 28" West, a distance of 959.65 feet;

South 05° 51' 50" East, a distance of 397.65 feet;

South 84° 00' 36" West, a distance of 2156.02 feet to the centerline of Hyland-Croy Road;

ATTACHMENT 1 (Continued)

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TARTAN WEST

Property Subject  
(248.8 Acres)

thence North 12° 11' 37" West, with said centerline, a distance of 4056.15 feet to the centerline of McKitrick Road;

thence North 83° 35' 56" East, with said centerline, a distance of 1223.22 feet;

thence leaving said centerline, the following courses;

South 07° 06' 27" East, a distance of 1089.13 feet;

North 83° 35' 56" East, a distance of 660.15 feet;

North 07° 06' 27" West, a distance of 508.33 feet;

North 83° 35' 56" East, a distance of 300.00 feet;

North 07° 06' 27" West, a distance of 290.40 feet to the centerline of said McKitrick Road;

thence North 83° 35' 56" East, with said centerline, a distance of 68.39 feet;

thence leaving said centerline, the following courses;

South 07° 06' 15" East, a distance of 1769.95 feet;

North 40° 53' 08" East, a distance of 1539.68 feet to the centerline of said Jerome Road;

thence South 54° 19' 34" East, with said centerline, a distance of 140.16 feet to the Point of Beginning and containing 248.8 acres, more or less.

This description was prepared from existing records and is to be used for zoning purposes only.

EVANS, MECHWART, HAMBLETON & TILTON, INC.