

DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS

FOR

## CHESTNUT ESTATES SUBDIVISION

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 24<sup>th</sup> day of Sept., 2004, by Westport Homes Of Ohio, Inc., an Ohio corporation of 505 Executive Campus Drive, Westerville, Ohio, 43082 and Crossmann Communities of Ohio, Inc., an Ohio corporation doing business as Beazer Homes, of 929 Eastwind Drive, Suite 223, Westerville, Ohio 43081 (collectively, the "Developer").

A. Developer is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Developer desires to develop the Property into a residential subdivision, and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer deems it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

#### GENERAL PROVISIONS

##### I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of Chestnut Estates Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of Chestnut Estates, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Chestnut Estates may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer shall, prior to the transfer of the first Lot (as defined hereinafter) owned by it at Chestnut Estates, create an association for the purpose of carrying out and performing certain obligations as described herein. As specifically provided herein after, (i) membership in the Association shall be mandatory for all Lot owners; (ii) the Association shall be required to maintain the common areas in Chestnut Estates, and the funding of such maintenance shall be the legally enforceable obligation of each Lot owner; and (iii) the obligations of the Association and its individual members shall be enforceable by each Lot owner, by the Developer, the Association and by the Village of Commercial Point.

##### II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Association by each Owner annually.

B. "Assessments" - collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" - the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. The Association shall be named Chestnut Estates Homeowners' Association, Inc., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

D. "Association Documents" - the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" - the board of trustees or other management body of the Association.

F. "Common Expenses" - expenses incurred in maintaining the Common Property.

G. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

H. "Developer" - Westport Homes of Ohio, Inc. and Crossmann Communities of Ohio, Inc., dba Deluxe Homes and any manager, general partner, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

I. "Improvements" - all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; 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 and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

J. "Lot" - a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of owners of other Lots in the subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

K. "Lot Assessment" an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

L. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

M. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

N. "Operating Fund" - the fund established pursuant to Article IX.

O. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

P. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Rules" - the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII.

R. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

S. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

T. "Turnover Date" - the date described in Article VII, Paragraph B.

### III. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

#### DEVELOPMENT & USE RESTRICTIONS

#### IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Board. No Improvements may be constructed, erected or installed within any area designated as a "Drainage Easement" on a recorded plat for Chestnut Estates.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and

residences for sale; (ii) street and identification signs installed by the Association or the Developer; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Board's discretion.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns, until and unless plans for the same have been submitted to and approved by the Design Review Board. The Design Review Board may limit the size and height of storage buildings (10' x 10' x 10' shall be the maximum permitted), and may require the use of and/or prohibit specific building materials (no metal sheds are permitted), building design components, and colors, as conditions to the approval of storage building plans. Storage buildings may be prohibited by the Design Review Board entirely, on certain lots, or in certain areas of the Property, in spite of the fact that they may be approved on other lots, or in other areas. No shed or structure of any kind is permitted within any area designated on a recorded plat for Chestnut Estates as a "Drainage Easement." Any storage building approval granted by the Design Review Board is subject to revocation if the condition and/or appearance of the storage building constructed pursuant to such approval deteriorates, and the lot owner fails within 30 days of notice from the Board to take remedial action as reasonably directed by the Board to repair, replace and/or properly maintain the structure and appearance thereof.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or

similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles.

1. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.
2. No commercial vehicles, boats, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed structure shielded from view), for any time period longer than forty-eight (48) consecutive hours, or ninety-six cumulative hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority, but not the obligation, to have the same removed at the owner's expense.

As used herein, the word "trailer" shall include 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 occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

K. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the lot.

L. Antennae; Miscellaneous Improvements. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts. No clothesline or other apparatus designed or intended for use of air drying clothes or other items shall be permitted. No metal swing set shall be permitted on any lot.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. The provisions of this subparagraph shall not prohibit the Developer from utilizing propane gas for the heating of homes under construction, or from having one or more model homes that use propane gas as a heating fuel prior to the time that electric or gas furnace hook-ups are available for such model(s). If natural gas is not available, or ceases to be available, as a heating fuel source for Chestnut Estates, the prohibition against propane and fuel oil tanks shall be deemed removed from this Declaration without the need for further action by the Decarant.

O. Street Trees. Developer may designate one (1) or more trees as deemed necessary by Developer along the street in front of some or all of the Lots. If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform street trees. Each Lot Owner on whose Lot a Street Tree is located, shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Developer and Design Review Board.

R. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) in subpart T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Board in reviewing fence applications:



1. Fences or walls shall be constructed of wood, vinyl, stone or brick, as approved by the Design Review Board, and in no event shall chain link or other metal wire fencing be permitted. Chain link and/or wire fencing material may not be used in the construction of any Improvement that is visible from the exterior of a lot;
2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum;
3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps;
4. Treated wood split rail fences are permitted. Dark painted wire mesh or plastic mesh attached to a split rail fence is permitted;
5. Decorative wood and plastic fencing is permitted by approval of the Design Review Board or its assigns; and
6. No fences may be constructed within any area designated on a recorded plat for Chestnut Estates as a "Drainage Easement," excepting those installed by Declarant.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

S. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Article IV, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna.

T. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification. Specifically, requirements so imposed include, but are not limited to the following:

1. No Lot in Chestnut Estates shall be smaller than 6,600 square feet, nor shall any lot be narrower than sixty feet (60') at the building setback line. The median size of all Lots in Chestnut Estates shall be not less than 7,900 square feet in area, and not less than 64 feet in width at the building setback line;
2. No ranch style home shall be constructed on a Lot unless such home is at least 1,200 square feet in size. Two-story homes shall meet a 1,400 square foot minimum size;
3. Not more than 40% of the total number of homes in Chestnut Estates shall be ranch style homes;
4. Sidewalks must be installed in front of all houses constructed in Chestnut Estates, and installation shall occur prior to or upon completion of construction of each home; and
5. The Retention Basin located in the rear of lots 48 through 53, as the same are numbered and delineated on the recorded plat for Chestnut Estates, Section One, will be maintained by the Chestnut Estates Homeowners' Association. A drainage easement will be provided for the necessary maintenance of the storm sewer structures. Lots 48 through 53, inclusive, shall have the obligation to maintain the area around the Retention Basin and above the water line. If one or more owners fail to maintain the area adjacent to the Retention Basin, the Association shall have the right to perform necessary maintenance and to assess the cost thereof to the owner(s) on whose Lot(s) such maintenance is performed. The Association shall have the right to prohibit recreational activities on and around the Retention Basin, including but not limited to the right to prohibit swimming, fishing, boating, and ice skating.

#### V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article. Chestnut Estates is a planned community, and Developer requires strict adherence to the design review standards and processes established herein, for the benefit of itself, the community in which the Subdivision is situated, and for the future owners of the individual lots that collectively comprise Chestnut Estates.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Board's place, at will. The then current Board of Trustees shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act

itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property.

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements and landscaping constructed by the Developer or its affiliates, partners, members or shareholders, shall be deemed to comply in all respects with the requirements of the Design Review Board, and separate approval thereof by the Design Review Board is not required.

## VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set

forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. Nothing contained in this paragraph shall act to create an obligation on the part of the Association to enter upon Lots or perform maintenance thereon.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, storm water retention or detention, potable water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any improvements thereon, Developer shall be responsible for the restoration of such portions or improvements at Developer's sole cost.

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in

general) to enter upon the Common Property to perform their duties. A specific easement is granted to the State, County, Township, Village and/or City in which the subdivision is located, granting the right but creating no obligation, for the maintenance of any and all improvements or conditions located in areas designated by plat as "Drainage Easements."

E. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of Chestnut Estates, upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Developer reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by the Developer, the State or the Association, the responsibilities of the Lot owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Developer reserve or establish Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, Developer has not reserved any Special Easements.

F. No-Build Zones/Non-Disturbance. Any areas designated on the recorded plat(s) or re-plats of Chestnut Estates, in prior deed restrictions, or on Exhibit B, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in no-build zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof. Any areas designated as "Non-Disturbance" zones shall be construed to be No-Build Zones, except that within Non-Disturbance zones, owners may not perform any maintenance without the prior approval of the Developer.

#### HOMEOWNERS' ASSOCIATION

### VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in Chestnut Estates such Owner agrees to be and acknowledges being a member of the Association, obligated to pay assessments as described herein after. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment

contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the Developer elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot at the subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents. Nothing contained herein or in the Association Documents shall be interpreted or construed to limit the right of the Developer to cause the Turnover Date to occur any time prior to the time Developer ceases to own lots at the subdivision.

#### VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association, and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm

water retention facilities, mounding, fencing and any other improvements that benefit the Property.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictions, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be the Developer, 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 three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice. Part of the Manager's compensation may include an initial lot assessment not to exceed Fifty Dollars (\$50.00) per Lot, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The Association shall carry liability insurance on any and all Retention or Detention Basins for the maintenance of which the Association is responsible. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.
2. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Article X Paragraph D, (d) additional

insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

## IX. ASSESSMENTS

A. Operating Fund. The Board shall establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property. The Operating Fund shall be funded by Member Assessments.

B. Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the initial assessment referred to in Article VIII, Section (F) above, and the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund -- as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments



applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

D. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.
2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of

an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. **Liens.** All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.
4. **Vote on Association Matters; Use of Common Property.** If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

## X. MAINTENANCE

A. **Maintenance by Association.** The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. **Maintenance by Owner.** Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

## XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, the Village of Commercial Point, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, 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). Failure of Developer, the Association, the Design Review Board or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules. Any person having the right to enforce these Restrictions may also require that the Association be required to discharge its duties as described herein. If the Association fails to discharge its duties hereunder, the Village of Commercial Point shall have, in addition to the other rights and remedies described herein, the right to perform any maintenance that is the obligation of the Association, and to assess the Lot owners for all costs (including administrative costs, overhead, legal fees, etc.) incurred by the Village in performing such maintenance work.

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

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

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

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

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

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

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees 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 Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee 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 Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, 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. 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.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

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

CROSSMANN COMMUNITIES OF OHIO, INC.,  
an Ohio corporation dba Beazer Homes

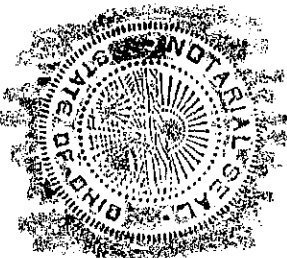
WESTPORT HOMES OF OHIO, INC.  
an Ohio corporation

BY: [Signature]  
Jeff J. Logsdon, Division President

BY: [Signature]  
Joseph H. Mathias, Vice  
President and Assistant  
Secretary

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2004, by Jeff J. Logsdon, the Division President of Crossmann Communities of Ohio, Inc. dba Beazer Homes, on behalf of the corporation.

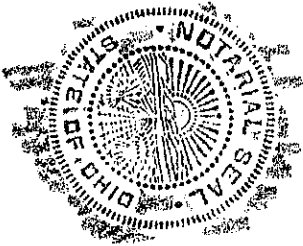


[Signature]  
Notary Public  
LIFETIME COMMISSION

STATE OF OHIO )  
 ) ss:  
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of ~~SEPTEMBER~~ 2004, by Joseph H. Mathias, the Vice President and Assistant Secretary of Westport Homes of Ohio, Inc., on behalf of the corporation.

David A. Dye  
Notary Public  
LIFETIME COMMISSION



This instrument Prepared By David A. Dye, Esq., SWEDLOW, BUTLER, LEWIS, MADISON & DYE CO., LPA,  
10 W. Broad Street, Suite 2400, Columbus, Ohio 43215

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being Lots numbered 1 through 53, inclusive, of Chestnut Estates Section 1, as the same is numbered and delineated on the recorded plat thereof, of record at Plat Cabinet 1, Slide 367, of the Pickaway County, Ohio Records, Pickaway County Recorder's Office.



**EXHIBIT B**

**SPECIAL EASEMENTS SITE PLAN**

[ATTACHED]

EXHIBIT C

APPROVED FENCE DETAIL

[ATTACHED]

200400010591  
Filed for Record in  
PICKAWAY COUNTY, OHIO  
JOYCE R. GIFFORD  
11-17-2004 At 08:39 am.  
MISCELL 224.00  
OR Volume 558 Page 1022 - 1047

200400010591  
SWEDLOW BUTLER LEWIS & DYE CO LPA  
W C

**FIRST SUPPLEMENTAL DECLARATION  
OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR  
CHESTNUT ESTATES SUBDIVISION**

This FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CHESTNUT ESTATES SUBDIVISION (the "First Supplemental Declaration") is made as of the 21<sup>st</sup> day of February, 2006, by Westport Homes of Ohio, Inc., an Ohio corporation of 507 Executive Campus Dr., Suite 100, Westerville, OH 43082 ("Westport Homes") and Westport Property Group, LLC, an Ohio limited liability company of 507 Executive Campus Dr., Suite 100, Westerville, OH 43082 ("Westport Property Group") (Westport Homes and Westport Property Group are collectively referred to herein as the "Developer" except where the context requires otherwise)

WHEREAS, on November 17, 2004, Westport Homes and Crossmann Communities of Ohio, Inc., acting as "Developer" of Chestnut Estates Section 1 filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Chestnut Estates Subdivision (the "Declaration") recorded at Instrument Number 200400010591 in the office of the Recorder, Pickaway County, Ohio, which Declaration encumbered property known as Chestnut Estates Section 1 (the "Subdivision");

WHEREAS, pursuant to the terms of Article I, Section A of the Declaration, the right to annex additional property to the Subdivision and to subject such property to the provisions of the Declaration was reserved to the 'Developer';

WHEREAS, Westport Homes and Westport Property Group have succeeded to Crossmann Communities of Ohio, Inc.'s interest in the 'additional property' as described in the Declaration, and collectively constitute the developer thereof;

WHEREAS, Developer is the owner of all the real property located in Pickaway County, Ohio, more particularly described as follows:

Being lots numbered 54 to 92, both inclusive, of Chestnut Estates Section 2 Part 1, as the same are numbered and delineated upon the recorded plat thereof, of record at Plat Book 0002, Page 20, also being Official Record number 200500001054, of the Pickaway County, Ohio official records, Recorder's Office, Pickaway County, Ohio (the "Property")

and desires to annex such Property to the Chestnut Estates Subdivision, and to submit such Property to the terms and conditions of the Declaration,

NOW THEREFORE, pursuant to the powers reserved in Article I, Section A of the Declaration, Developer hereby declares that:

20060001543  
Filed for Record in  
PICKAWAY COUNTY, OHIO  
JDYCE R. GIFFORD  
02-27-2006 At 09:52 am.  
MISCELL 32.00  
OR Volume 582 Page 1679 - 1680

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

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

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

IN WITNESS WHEREOF, the Developer has executed this Instrument as of the date first above written.

WESTPORT HOMES OF OHIO, INC.

WESTPORT PROPERTY GROUP, LLC

By:   
Joseph H. Mathias, Vice President

BY: Westport Homes of Ohio, Inc.,  
Managing Member

BY:   
Joseph H. Mathias, V.P.

STATE OF OHIO  
COUNTY OF FRANKLIN, ss:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2006, by Joseph H. Mathias, Vice President of Westport Homes of Ohio, Inc., on behalf of the Developer.



KIM MANEELY  
Notary Public - State of Ohio  
My Commission Expires 01/23/2008  
1/24/2008

  
Notary Public

This instrument prepared by: David A. Dye, Esq., 10.W. Broad Street, Suite 2100, Columbus, Ohio 43215

200600001543  
BAILEY CAVALIERI LLC  
ONE COLUMBUS  
10 W BRDAD ST STE 2100  
COLUMBUS, OH 43215-3422

**SECOND SUPPLEMENTAL DECLARATION  
OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR  
CHESTNUT ESTATES SUBDIVISION**

This SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CHESTNUT ESTATES SUBDIVISION (the "Second Supplemental Declaration") is made as of the 15<sup>th</sup> day of ~~SEPTEMBER~~ 2006, by Westport Homes of Ohio, Inc., an Ohio corporation of 507 Executive Campus Dr., Suite 100, Westerville, OH 43082 ("Westport Homes") and Westport Property Group, LLC, an Ohio limited liability company of 507 Executive Campus Dr., Suite 100, Westerville, OH 43082 ("Westport Property Group") (Westport Homes and Westport Property Group are collectively referred to herein as the "Developer" except where the context requires otherwise)

WHEREAS, on November 17, 2004, Westport Homes and Crossmann Communities of Ohio, Inc., acting as "Developer" of Chestnut Estates Section 1 filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Chestnut Estates Subdivision (the "Declaration") recorded at Instrument Number 200400010591 in the office of the Recorder, Pickaway County, Ohio, which Declaration encumbered property known as Chestnut Estates Section 1 (the "Subdivision");

WHEREAS, pursuant to the terms of Article I, Section A of the Declaration, the right to annex additional property to the Subdivision and to subject such property to the provisions of the Declaration was reserved to the 'Developer';

WHEREAS, Westport Homes and Westport Property Group have succeeded to Crossmann Communities of Ohio, Inc.'s interest in the 'additional property' as described in the Declaration, and collectively constitute the developer thereof;

WHEREAS, on February 27, 2006, Developer caused to be recorded that certain First Supplemental Declaration of Covenants, Easements, Conditions and Restrictions for Chestnut Estates Subdivision (the "First Supplemental Declaration"), recorded at Instrument Number 200610001543, in the office of the Recorder, Pickaway County, Ohio, which Declaration encumbered property known as Chestnut Estates Section 2, Phase 1;

WHEREAS, Developer is the owner of all the real property located in Pickaway County, Ohio, more particularly described as follows:

Being all of that property described in the attached Exhibit A, but,

excepting therefrom lots numbered 54 to 92, both inclusive, of Chestnut Estates Section 2 Part 1, as the same are numbered and delineated upon the recorded plat thereof, of record at Plat Book 0002, Page 20, also being Official Record number 200500001054, of the Pickaway County, Ohio official records, Recorder's Office, Pickaway County, Ohio (the acreage described in Exhibit A, less and minus the excepted lots, is referred to herein as the "Property")

and desires to annex such Property to the Chestnut Estates Subdivision, and to submit such Property to the terms and conditions of the Declaration,

NOW THEREFORE, pursuant to the powers reserved in Article I, Section A of the Declaration, Developer hereby declares that:

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

2. Additional Property; Right to Amend. All of the Property described above shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions, and provisions of the Declaration as the same is, has been and may be supplemented and amended from time to time, which shall run with the said Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such Property or any part thereof, and their heirs, personal and legal representatives, successors and assigns. The foregoing notwithstanding, Developer states that the Property has not yet been platted or subdivided for single-family residential lot sales and home construction, and Developer reserves the right to modify and amend the terms of the Declaration as the same has been applied to the Property by this instrument, as the Property may, in whole or in part and from time to time, be platted and subdivided in the future.

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

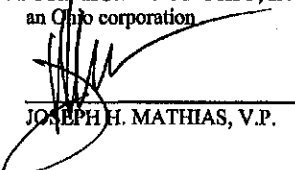
IN WITNESS WHEREOF, the Developer has executed this Instrument as of the date first above written.

WESTPORT PROPERTY GROUP LLC  
an Ohio limited liability company

BY: WESTPORT HOMES OF OHIO, INC.  
Managing Member

By:   
JOSEPH H. MATHIAS, V.P.

WESTPORT HOMES OF OHIO, INC.  
an Ohio corporation

BY:   
JOSEPH H. MATHIAS, V.P.

*Acknowledgement on next page*



EXHIBIT A

VOL 0549 PAGE 716

BOOK 400002301  
Filed for Record in  
PICKAWAY COUNTY, OHIO  
JULIE B. SHIPPARD  
06-07-2004 At 09:36 am.  
WARRANTY D 44.00  
OR Volume 549 Page 716 - 739

GENERAL WARRANTY DEED

40647

KNOW ALL MEN BY THESE PRESENTS, that CROSSMANN COMMUNITIES OF OHIO, INC., an Ohio Corporation, the Grantor, for valuable consideration paid, grants, with general warranty covenants, to WESSMORE PROPERTY GROUP, L.L.C.

whose tax mailing address is 9310 N. Meridian St., Indianapolis, IN 46260

the following REAL PROPERTY:

Parcel 1 Sec. 4 23-0-005-00-01-02

Situated in the State of Ohio, County of Pickaway, Village of Commercial Point, Virginia Military Survey No. 6453, and being a 29.706 acre tract, all out of those lands owned by Scioto Estates Partnership, of record in OR 522, Page 1384, and being the remaining 18.696 acres of land out of Tract 1, and identified as Auditors Parcel # 121-0-001-00-002-00 and 11.010 acres of land out of Tract 2, and identified as Auditors Parcel # 121-0-001-00-061-00 (all references to records being on file in the Office of the Recorder, Pickaway County, Ohio). Said 29.706 acre parcel being more fully described herein:

Beginning for Reference at a County Monument Found at the Intersection of State Route 762 and Welch Rd;

Thence North 75°00'00" West, with the easement of Welch Road, a distance of 938.13 feet to a Mag Nail found at the South east corner of Chesnut Estates Sec 1;

Thence South 82°18'31" West, passing an iron pipe found at 22.51 feet and 404.14 feet, a distance of 757.50 feet to an iron pipe found at the northwest corner of a parcel of land owned by Kim E. & Vicki S. Compton of record in Official Record 055, Page 754, said iron pipe being the True Point of Beginning;

Thence South 82°30'47" West, a distance of 239.69 feet to an Iron Pipe Set;

Thence North 26°09'44" West, a distance of 297.89 feet to an Iron Pipe Set;

Thence North 75°00'01" West, a distance of 530.96 feet to an Iron Pipe Set;

Thence South 82°48'16" West, a distance of 52.63 feet to an Iron Pipe Set;

Thence North 07°46'23" West, a distance of 67.00 feet to an Iron Pipe Set;

Thence North 14°59'59" East, a distance of 84.11 feet to an Iron Pipe Set;

Thence North 75°00'01" West, a distance of 69.86 feet to an Iron Pipe Set;

Thence North 14°59'59" East, a distance of 60.59 feet to an Iron Pipe Set;

Thence North 03°34'39" East, a distance of 154.40 feet to an Iron Pipe Set;

Thence North 86°23'21" West, a distance of 126.00 feet to an Iron Pipe Set;

Thence North 03°34'39" East, a distance of 176.00 feet to an Iron Pipe Set;

Thence South 86°23'21" East, a distance of 27.00 feet to an Iron Pipe Set;

Thence North 03°34'39" East, a distance of 120.15 feet to an Iron Pipe Set on the south line of a parcel of land owned by William Etkonen of record in Deed Book 275, Page 645;

Thence North 86°23'26" West with the south line of said Etkonen tract, a distance of 388.44 feet to a Solid Bar Found at the South West corner of said Etkonen tract and the westerly line of a .50 acre tract of land owned by Donald W. Kessler of record in Deed Book 172, Page 314;

Thence South 07°45'40" East, with the east line of said Kessler tract, passing an Iron Pipe Found at 928.11 feet, right 0.79 feet and an Iron Pipe found at 1193.70 feet, a distance of 1326.49 feet to a Mag Nail found in the Centerline of State Route 762;

Thence South 75°00'01" East, with the center of State Route 762, a distance of 1424.36 feet to a Mag Nail Found;

Thence South 70°29'24" East, with the center of State Route 762, a distance of 164.37 feet to a Mag Nail Found at the south west corner of a 3.15 acre tract of land owned by Kim E. Compton of record in Official Record 055, Page 754;

Thence North 07°37'20" West, with the west line of said Compton tract, a distance of 558.89 feet to the True Point of Beginning, Containing 29.706 acres of land.

LAWYERS TITLE BOX 68000490 PT

TRANSFERRED NO. 558  
SEC. 81809 T.O. COMPTON  
WITHIN AMT. 2286.90

JUN 07 2004

MELISSA A. BETZ  
AUDITOR PICKAWAY COUNTY, OHIO  
TRANS FEE 200

ORIGINAL WAS OF POOR  
REPRODUCTION QUALITY  
-PICKAWAY COUNTY RECORDER



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Subject to all legal Right of Ways, all covenants and agreements of record.

All Iron Pipe Set are 1/2" ID Iron pipe with a plastic cap inscribed P.S.S.

For the purpose of this description a bearing of North 7°30'00" West, was used on the centerline of Welch Road as delineated on a survey of a 64.969 Acre Parcel owned by M. Douglas Minulich, Deed Book 352, Page 363, tract 1, 2, and 3, performed by McCarty Associates dated May 12, 2002, said bearing being further referenced in Deed Book 352 - Page 363, of record in the Office of the Recorder, Pickaway County, Ohio.

PLANNED INSTRUMENT OFFICIAL RECORD 0522-1594

Parcel II (REINA L.L.B. 0-005-00-061-01)

DESCRIPTION of a 18.772 acre parcel of land located in the Village of Commercial Point, County of Pickaway, State of Ohio, Virginia Military Survey No. 6433; all out of a 35.263 acres parcel of land owned by Crossman Communities of Ohio, INC., of record in OR 522, Page 1386, (A reference to records being on file in the Office of the Recorder, Pickaway County, Ohio). Said 18.772 acre parcel being more fully described herein:

Beginning for Reference at a County Monument Found at the Intersection of State Route 762 and Welch Rd;

Thence North 7°30'00" West with the centerline of Welch Road a distance of, 938.10 to a PK nail found;

Thence South 82°18'51" West passing an Iron Pin Found at 22.51 feet and 404.14 feet a distance of, 737.50 feet to an iron pin found at the northwest corner of a parcel of land owned by Kim E. Compton of record in Official Record 055, Page 754;

Thence South 82°30'47" West with the easterly line of a 29.706 acres parcel of land owned by Crossman Communities of record in Official Record 0544, Page 2648 a distance of, 230.69 feet to an Iron Pin found;

Thence North 26°09'44" West with the easterly line of said 29.706 acres parcel a distance of, 297.89 feet to an Iron Pin found at the True Point of Beginning;

Thence with the easterly line of said 29.706 acres parcel the following 11 courses,  
North 75°00'01" West a distance of, 530.96 feet to a point;

Thence South 82°48'16" West a distance of, 52.63 feet to a point;

Thence North 07°40'23" West a distance of, 67.00 feet to a point;

Thence North 14°59'59" East a distance of, 34.11 feet to a point;

Thence North 75°00'01" West a distance of, 69.86 feet to a point;

Thence North 14°59'59" East a distance of, 60.39 feet to a point;

Thence North 03°34'39" East a distance of, 154.40 feet to a point;

Thence North 86°23'21" West a distance of, 126.00 feet to a point;

Thence North 03°34'39" East a distance of, 176.00 feet to a point;

Thence South 86°23'21" East a distance of, 27.00 feet to a point;

Thence North 03°34'39" East a distance of, 120.15 feet to a point on the south line of a parcel of land owned by William Ehman of record in Deed Book 275, Page 643;

Thence South 86°23'56" East with south line of said Ehman parcel a distance of, 162.12 feet to an Iron Pin Found;

Thence North 06°26'56" West with the easterly line of said Ehman parcel a distance of, 151.34 feet to a Stone Found;

Thence South 86°31'52" East with the southerly line of a track of land owned by Jerry C. Razor of record in Deed Book 332, Page 521 a distance of, 715.60 feet to a solid bar found;

Thence South 86°04'48" East with the southerly line of Ronald K. Conklin of record in Deed Book 305, Page 40 a distance of, 328.24 feet to an Iron Pin Found;

Thence South 06°32'37" East with the westerly line of Faith Baptist Church of record in Deed Book 219, Page 200, a distance of, 255.91 feet to Iron Pin Found;

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Thence South 86°14'14" East with the southerly line of said Faith Baptist Church a distance of, 73.55 feet to an Iron Pin set;

Thence South 07°29'48" East a distance of, 212.28 feet to an Iron Pin set;

Thence South 82°30'12" West a distance of, 233.24 feet to an Iron Pin set;

Thence South 07°29'48" East a distance of, 33.00 feet to an Iron Pin set;

Thence South 82°30'12" West a distance of, 135.67 feet to an Iron Pin set;

Thence South 84°47'10" West a distance of, 79.27 feet to an Iron Pin set;

Thence North 85°33'49" West a distance of, 120.49 feet to an Iron Pin set;

Thence South 04°50'31" West a distance of, 192.03 feet to an Iron Pin set;

Thence along a non-tangent curve to the left having a radius of 770.00 feet, a central angle of 01°35'27", a tangent length of 10.69 feet, the long chord of which bears South 85°37'13" East for a distance of, 21.38 feet to an Iron Pin set;

Thence South 03°15'03" West a distance of, 145.17 feet to the True Point of Beginning. Containing 18.772 acres of land.

Subject to all legal Right of Ways, all covenants and agreements of record.

For the purpose of this description a bearing of North 7°30'00" West was used on the centerline of Welch Road as delineated on a survey of a 64.969 Acre Parcel owned by M. Douglas Minnich, Deed Book 352, Page 363, tract 1, 2, and 3, performed by McCarty Associates dated May 12, 2002, said bearing being further referenced in Deed Book 352 - Page 363, of record in the Office of the Recorder, Pickaway County, Ohio.

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-PICKAWAY COUNTY RECORDER

200600007773  
BAILEY CAVALIERI LLC  
CRAIG HARTPENCE  
10 WEST BROAD ST SUITE 2100  
COLUMBUS OH 43215

201100004630  
 Filed for Record in  
 PICKAWAY COUNTY, OHIO  
 JOYCE R. GIFFORD, COUNTY RECORDER  
 09-22-2011 At 09:04 a.m.  
 MISCELL 40.00  
 OR Volume 656 Page 1971 - 1973

**THIRD SUPPLEMENTAL DECLARATION  
 OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR  
 CHESTNUT ESTATES SUBDIVISION *Talon Title - W***

This THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CHESTNUT ESTATES SUBDIVISION (the "Third Supplemental Declaration") is made as of the 8<sup>th</sup> day of September, 2011, by Saddlebrook Development, LLC., an Indiana limited liability company doing business in Ohio at 507 Executive Campus Dr., Suite 100, Westerville, OH 43082 ("Developer").

WHEREAS, on November 17, 2004, Westport Homes and Crossmann Communities of Ohio, Inc., acting as "Developer" of Chestnut Estates Section 1 filed that certain Declaration of Covenants, Easements, Conditions and Restrictions for Chestnut Estates Subdivision (the "Declaration") recorded at Instrument Number 200400010591 in the office of the Recorder, Pickaway County, Ohio, which Declaration encumbered property known as Chestnut Estates Section 1 (the "Subdivision");

WHEREAS, pursuant to the terms of Article I, Section A of the Declaration, the right to annex additional property to the Subdivision and to subject such property to the provisions of the Declaration was reserved to the 'Developer';

WHEREAS, Westport Homes of Ohio, Inc. and Westport Property Group (collectively, "Westport") succeeded to Crossmann Communities of Ohio, Inc.'s interest in the 'additional property' as described in the Declaration, and caused to be recorded a First Supplemental Declaration of Covenants, Easements, Conditions And Restrictions For Chestnut Estates Subdivision (the "First Supplemental Declaration") on February 27, 2006 at Vol. 582, Page 1679 of the Pickaway County, Ohio Records, also being Instrument Number 200600001543; and

WHEREAS, Westport caused to be recorded a Second Supplemental Declaration on September 29, 2006 at Vol. 592 Page 2367 of the Pickaway County, Ohio Records, also being Instrument Number 200600007773; and

WHEREAS, Saddlebrook Development, LLC, an Indiana limited liability company has succeeded to Westport's interest in the Subdivision, and now Saddlebrook Development, LLC constitutes the "Developer" as described in the Declaration;

WHEREAS, Developer is the owner of all the real property located in Pickaway County, Ohio, more particularly described as follows:

Being lots numbered 127 to 171, both inclusive, of Chestnut Estates Section 3 Phase 1, as the same are numbered and delineated upon the recorded plat thereof, of record at Plat Book 0002, Page 256, also being Official Record number 201100002913, of the Pickaway County, Ohio official records, Recorder's Office, Pickaway County, Ohio (the "Property")

and desires to annex such Property to the Chestnut Estates Subdivision, and to submit such Property to the terms and conditions of the Declaration,

NOW THEREFORE, pursuant to the powers reserved in Article I, Section A of the Declaration, Developer hereby declares that:

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

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

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

