

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS
AND LIENS**

FOR

CLAYBROOKE CROSSING COMMUNITY

Recorder
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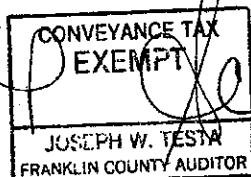
DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS
FOR
CLAYBROOKE CROSSING COMMUNITY

TRANSFERRED
NOT NECESSARY

MAR 22 2004

JOSEPH W. TESTA
AUDITOR

FRANKLIN COUNTY, OHIO



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**DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY**

This is a declaration of covenants, easements, restrictions, assessments, and assessment liens ("the Declaration") made on or as of this 22nd day of March, 2004, by Centex Homes, a Nevada general partnership (hereinafter "Declarant").

Background

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

1. Declarant is the owner in fee simple of the real estate in the City of Grove City, Franklin County, Ohio, described in Attachment 1, "Declarant's Property."
2. "Claybrooke Crossing Community" is a proposed high quality residential development consisting of Declarant's Property, together with such other adjacent property, if any, as Declarant may determine, from time to time, to develop into additions to this residential community and to subject to the provisions hereof.
3. Various portions of Claybrooke Crossing Community are and will be platted into lots and reserves and/or created into condominiums with residential condominium dwelling units thereon.
4. In addition, various portions of Claybrooke Crossing Community will be developed with development entryway features, parks, ponds, walkways, bike trails, and green and landscaped areas and improvements benefiting all of Claybrooke Crossing Community and, in some instances, the general public. These properties and improvements, or rights with respect thereto (except those dedicated to public use), when and as so designated by Declarant, are referred to herein as "Community Common Elements." Various Reserves in Claybrooke Crossing Community will be, or may be, as created, dedicated or conveyed to the City of Grove City or another governmental or quasi-governmental entity and maintained by or through it or owned by it but maintained by the Community Association. Other Lots and Reserves will be subjected to easements reserved to the Community Association for construction and maintenance of Claybrooke Crossing entryway features and for various other purposes that would be of benefit to Claybrooke Crossing Community and its owners and occupants.
5. For purposes of owning and or having rights with respect to the Community Common Elements, and to administer the same and the use of the same, Declarant has caused the Claybrooke Crossing Community Association (the "Community Association") to be formed.
6. The purpose of this Declaration is to establish a plan for the accomplishment of the objectives of the Community Association, and to memorialize these understandings. Accordingly, by this Declaration Declarant is establishing various rights and responsibilities with respect to Claybrooke Crossing Community and parties subjected hereto and the Owners and Occupants of property in Claybrooke Crossing Community, as it and they may be constituted from time to time.

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

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

ARTICLE I - DEFINITIONS

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

- A. "Additional Property" -- property that may in the future be subjected to the plan provided herein, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property to be part of Claybrooke Crossing Community and subjected to the provisions hereof, and may include any property adjacent to or contiguous with property a part of Claybrooke Crossing Community as it is then constituted, provided that, with respect to other property that owner concurs with subjecting the same to the provisions hereof. The property described in Attachment 2 hereof is specifically identified hereby as being Additional Property.

B. "Architectural Review Committee" -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction, replacement and modification of Improvements on Community Common Elements owned by the Community Association in Claybrooke Crossing Community.

C. "Articles" and "Articles of Incorporation" -- the articles, when filed with the Secretary of State of Ohio, incorporating Claybrooke Crossing Community Association ("the Community Association") as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").

D. "Assessments" -- charges levied by the Community Association on Lots and Units and their Owners, consisting of Membership Fees, Operating Assessments, Special Assessments, and Individual Lot/Unit Assessments.

E. "Board" -- the Board of Directors of the Community Association.

F. "Claybrooke Crossing Community" -- property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Attachment 1 and may be expanded to encompass all or any part of the Additional Property, identified in Item A of this Article.

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

H. "Common Expenses" -- costs and expenses incurred by the Community Association in fulfilling its functions.

I. "Community Association" -- an association of all of the Owners of property in Claybrooke Crossing Community, at any time, except Owners of Exempt Property with respect to that property. It is being incorporated as an Ohio non-profit corporation named "Claybrooke Crossing Community Association."

J. "Community Common Elements" -- all real and personal property now or hereafter acquired by the Community Association or benefited by easement to it pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners and Occupants in Claybrooke Crossing Community or for the operation of the Community Association.

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

L. "Dwelling" -- a home on a Lot or residential Unit in a condominium in Claybrooke Crossing Community from and after the time the same is first occupied as a place of residence.

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

N. "Governing Documents" -- the Community Association's Articles of Incorporation, Code of Regulations, its lawful Rules, and all amendments thereto, this Declaration, applicable building and zoning laws, subdivision and other plats of property in Claybrooke Crossing Community, if any, and the provisions of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within Claybrooke Crossing Community.

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

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

Q. "Lot" -- a discrete parcel of real property now or hereafter identified upon a recorded subdivision plat of property in Claybrooke Crossing Community, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot by Declarant, and subjected to the provisions of this Declaration, excluding any Exempt Property.

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

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

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

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

V. "Operating Assessment" -- an assessment that the Board may levy upon all Lots that have had Dwellings constructed thereon and that have been conveyed to bona fide purchasers and upon all Units that have been conveyed to bona fide purchasers, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Community Association for its operations and reasonable reserves.

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

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

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

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

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

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

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

ARTICLE II - GOALS

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

A. Promotion of the health, safety and welfare of all Owners and Occupants of property in Claybrooke Crossing Community;

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

C. Enforcement of architectural controls and restrictions applicable to the Community Common Elements;

D. Compliance with all zoning and similar governmental regulations applicable to Community Common Elements in Claybrooke Crossing Community; and

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

ARTICLE III - THE COMMUNITY ASSOCIATION

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

1. have easements with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in Claybrooke Crossing Community that benefit all of Claybrooke Crossing Community and its Owners and Occupants, eventually including, without limiting the generality of the foregoing, items of the types described in paragraph 4 of the "Background" portion of this Declaration, and such other improvements and amenities as serve all of Claybrooke Crossing Community, as set forth herein, and as hereafter initially determined by Declarant, and after the Turnover Date, by the Community Association's Board of Directors;

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

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

B. Membership. The Community Association is and shall be an association of all Owners of Lots and Units in Claybrooke Crossing Community, including those identified in Attachment 1, except owners of Exempt Property. Its Members presently consist of Declarant. As Claybrooke Crossing Community is subdivided into Lots and reserves by the filing of subdivision plats, and Units, by the recording of declarations of condominium and amendments thereto, the Owners of those properties, (except owners of Exempt Property, if any), shall automatically become and be Members during such time as they are Owners with respect to those Lots and Units. Those Lots and Units shall be held, sold and conveyed subject to the requirement that the Owners thereof be Members during the time they are Owners, regardless of whether or not such requirement is set forth on a subdivision plat, declaration of condominium, or amendment thereto, deed restriction, or instrument of transfer or conveyance, or the transfer is by operation of law, or otherwise. Membership is and shall be appurtenant to and inseparable from status as an Owner, and automatically arises at the time the fee simple interest in a Lot or Unit is transferred of record, or by law, or in the case of a recorded land installment contract, at the time the same is recorded. Voting rights of Members are set forth in the Code of Regulations.

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

D. Rules and Regulations. The Community Association through its Board may make and enforce reasonable Rules governing the use of the Community Common Elements owned by the Community Association, the levying and collection of assessments for the operation of the Community Association, the levying and collection of administrative and enforcement charges for the infraction of the Governing Documents, including but not limited to the Rules, and the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within Claybrooke Crossing Community, and for other purposes consistent with its goals. All of such Rules shall be consistent with the provisions of the Governing Documents. The Community Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot/Unit Assessments; (ii) suspension of the right to vote as a Member of the Community Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Community Common Elements for a period not exceeding sixty (60) days, for any infraction of the Governing Documents, including but not limited to the Rules, or for any infraction of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within Claybrooke Crossing Community. In addition, the Board shall have the power to seek relief in any court for violations of or to abate violations of the Governing Documents, including but not limited to the Rules, and for violations of or to abate violations of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within Claybrooke Crossing Community. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of the Governing Documents, including but not limited to the Rules, or for enforcing any provision of the covenants,

conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within Claybrooke Crossing Community, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot or Unit whose Owner, Occupant, licensee or invitee violated the any provision of the Governing Documents, including but not limited to the Rules, or for enforcing any provision of the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within Claybrooke Crossing Community, and the same shall be an Individual Lot/Unit Assessment against such Owner's Lot or Unit and such Owner.

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

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

G. Insurance.

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

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

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

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

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

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

3. Other. The Community Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage and workers' compensation insurance for all Officers, Directors, Board Members and employees of the

Community Association and all other Persons handling or responsible for handling funds of the Community Association, (b) Officers' and Directors' liability insurance, (c) additional insurance against such other hazards and casualties as is required by law, and (d) any other insurance the Board deems necessary.

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

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

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

ARTICLE IV - THE COMMUNITY COMMON ELEMENTS

A. Property Subject and To Be Subject. The Community Common Elements shall consist of (1) those properties that have been or that are hereafter created by subdivision or other plat and specified thereon to be conveyed to an association of the owners of property in Claybrooke Crossing Community, (2) easements shown or noted thereon to be held by that association, including but not limited to the obligation to repair and maintain Reserve B as described and delineated on the recorded plat of Claybrooke Crossing, Section 2, of record as Plat Book 103, Pages 88-90, inclusive, and the landscape buffer and landscape easement described in Article VII hereof, (3) all property, real and personal, and/or property rights that Declarant determines to be Community Common Elements, and so designates, and that benefits all of Claybrooke Crossing Community and its Owners, or required by appropriate governmental authorities, and (4) such property, real and personal, and/or property rights that the Board deems desirable and acquires to fulfill the goals of the Community Association.

B. Vesting of Interests. Forthwith upon the execution and recording hereof the obligation to maintain Reserve B of Claybrooke Crossing Section 2, described in Attachment 1 hereto, consisting of a right-of-way island, shall be vested in the Community Association. From time to time property in Claybrooke Crossing Community or interests therein determined by Declarant, in its sole and unfettered discretion, as benefiting all of Claybrooke Crossing Community, whether fee simple, or as easements, shall likewise be appropriately conveyed to or invested in the Community Association. Easement rights to the Community Association set forth in subdivision or other plats and condominium declarations and amendments thereto shall become Community Common Elements and vested in the Community Association upon the recording of those documents. Likewise, property owned by Declarant or its successors and assigns, so designated in a subdivision or other plat to be owned by an association of all of the owners of property in Claybrooke Crossing Community, shall be conveyed to the Community Association by Declarant forthwith upon the recording of such subdivision or other plat. All such conveyances of fee interests shall be by limited warranty deed, free and clear of all encumbrances except covenants, easements and restrictions of record and the lien of general real estate taxes and installments of assessments not then due and payable. The Community Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant. The Community Association shall accept "as is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the materials or furnishings which has been or will be used in such property or repairs. By acceptance of title to any Community Common Elements, the Community Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Community Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use, accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom.

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

D. Architectural Review. Subject to the other provisions of the Governing Documents requiring members' approvals, the construction, replacement, or modification of improvements on the Community Common Elements owned by the Community Association shall be determined by Declarant until the Turnover Date, or such earlier time as it in its sole discretion determines, and thereafter by the Architectural Review Committee. That committee shall consist of the Board of Directors, or such individuals as it may from time to time designate, who, subject to the foregoing, shall have the exclusive authority, by action of a majority of its members, to determine the architectural standards which shall govern the construction, replacement and modification of improvements on the Community Common Elements owned by the Community Association. No improvements a part of the Community Common Elements owned by the Community Association shall be constructed, replaced or modified (which shall include staking, clearing, excavating, grading, and other site work) unless and until approved by Declarant until the Turnover Date, and thereafter by the Architectural Review Committee.

ARTICLE V - ASSESSMENTS

A. Types of Assessments. Subject to the provisions of this Article, each Unit that has been conveyed to a bona fide purchaser and each Lot with a Dwelling constructed thereon that has been conveyed to a bona fide purchaser, and its Owner or Owners, excluding Exempt Property and the owners thereof, with respect to that property, shall be subject to the following assessments:

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

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

B. Membership Fee. Each time that there is the transfer for value of the fee simple interest in a Lot with a Dwelling on it to a bona fide home purchaser or a Unit to a bona fide home purchaser, or in the case of a sale under a land installment contract, each time a land installment contract, for value, is recorded, the purchasers and that Lot or Unit shall be assessed and there shall immediately become due and payable to the Community Association a Membership Fee of One Hundred Dollars (\$100.00) for membership in the Community Association. This assessment shall not be charged to a builder who constructs a Unit or a Dwelling on a Lot until it is conveyed to a bona fide purchaser. The Membership Fees may be utilized by the Community Association in furtherance of its purposes, is not in lieu of any other assessments, and is not refundable when a Lot or Unit is transferred.

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

1. the cost of the maintenance, repair and replacement of Community Common Elements;
2. the costs for insurance and bond premiums to be provided and paid for by the Community Association;
3. the cost for utility services, if any, charged to or otherwise properly payable by the Community Association;
4. the estimated amount required to be collected to maintain a general operating Reserve to assure availability of funds for normal operations of the Community Association, in an amount deemed adequate by the Board of Directors;
5. an amount deemed adequate by the Board of Directors to maintain a Reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash Reserves over a period of time in excess of one year ought to be maintained; and
6. the costs for the operation, management and administration of the Community Association and the Community Common Elements, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Community Association not otherwise herein specifically excluded;

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

1. Establishment. Prior to the closing of the sale of the first Unit or Lot with a Dwelling thereon to a bona fide purchaser, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of

that first closing, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.

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

3. Assessment and Collection.

(a) As to Lots: Commencing the first full month after a Lot with a Dwelling constructed thereon has been conveyed to a bona fide purchaser, the Lot and its Owner or Owners shall be assessed Operating Assessments for that calendar year, or part year, provided that the apportioned amount per Lot determined as provided in Item 2, above, for the remainder of that calendar year, shall be prorated in the proportion that the number of full calendar months remaining in that calendar year from the time the Lot became subject to Operating Assessments is to twelve.

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

4. Subsidization. Notwithstanding the foregoing, or any provisions hereof, until the earlier of the Turnover Date or January 1, 2007, Declarant shall subsidize those costs to the extent they exceed the sum of \$100.00 per year per Lot or Unit so assessed a share of those estimated funds needed.

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

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

E. Individual Lot/Unit Assessments. The Board may levy an Individual Lot/Unit Assessment against any Lot or Unit and the Owners thereof (other than Exempt Property and its Owners) to reimburse the Community Association for costs incurred with respect to a Lot or Unit or its Owner or Owners resulting from an act or omission by any Owner, Occupant, or invitee thereof, including without limitation, administrative and enforcement charges by the Community Association reasonably determined by the Board to be an Individual Lot/Unit Assessment. By way of illustration, the Board may levy an Individual Lot/Unit Assessment in the nature of an administrative charge reasonably determined by the Board against a Lot or Unit of any Owner or Owners who violate the Rules, or any provision of the Governing Documents, or who suffer or permit the Members, guests, invitees or tenants of that Owner's or Owners' Dwelling to violate the same. Upon its determination to levy an Individual Lot/Unit Assessment, the Board shall give the affected Owner or Owners written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot/Unit Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Individual Lot/Unit Assessment.

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

1. Late Charge. If the Assessment, or any portion thereof, remains unpaid for ten (10) days after it becomes due and payable, the Board may charge interest on the

entire unpaid balance from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with a reasonable administrative collection and late charge, as established by the Board.

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

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

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

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

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

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

ARTICLE VI – COMMUNITY ASSOCIATION REPAIR AND MAINTENANCE RESPONSIBILITIES

Subject to the provisions hereof, the Community Association shall, at its cost, maintain, repair and replace all improvements constituting a part of the Community Common Elements owned by the Community Association. In addition, from time to time, the Community Association shall also be responsible, at its cost, for maintaining, repairing and/or replacing certain Improvements located within

easements on property in Claybrooke Crossing Community, including but not limited to the areas designated as "30' Landscape Buffer" located on Lots 54 through 60, respectively, and as "25' Landscape Easement" located on Lot 60, all of the plat of Claybrooke Crossing Section 2, of record in Plat Book 103, pages 88 through 90, inclusive, records of the Franklin County Recorder, and/or on property owned by the City of Grove City or other governmental or quasi-governmental entity, including but not limited to Reserve B as designated on the plat of Claybrooke Crossing Section 2, of record in Plat Book 103, pages 88 through 90, inclusive, records of the Franklin County Recorder.

ARTICLE VII – GRANTS AND RESERVATION OF RIGHTS, EASEMENTS AND LICENSES

A. Landscape Easement and Landscape Buffer Easement. Easements are hereby reserved to the Community Association, but not the Owners and Occupants in general, over and upon those areas on Lots 54 through 60, respectively, designated as "30' Landscape Buffer" and over and upon those areas on Lot 60 designated as "25' Landscape Easement", all on the plat of Claybrooke Crossing Section 2, of record in Plat Book 103, pages 88 through 90, inclusive, records of the Franklin County Recorder, to install, repair, maintain, locate, operate and replace entranceway monuments, signs and features, landscaping and landscaping features (including earth mounding), fencing, and other improvements. No Owner or Occupant may interfere with the Community Association's right of entry and easement rights nor may any Owner or Occupant install additional landscaping or improvements (including but not limited to fencing) or make any alteration to the "Landscape Buffer" or "Landscape Easement" without the prior written approval of the Board.

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

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

ARTICLE VIII - MISCELLANEOUS

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

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

C. Amendments.

1. Until the Turnover Date, Declarant may in its sole and absolute discretion unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on any Lot or Unit or the Community Common Elements; or (c) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot or Unit unless the Owner or Owners thereof have consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or its assignee of such right or privilege, nor shall any such amendment increase Declarant's rights hereunder, except to the extent all Owners rights are increased in the same measure, or relieve Declarant of any obligations hereunder. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of Franklin County, Ohio, an amendment to this Declaration specifying that such Additional Property is part of Claybrooke Crossing Community. Such an amendment shall not require the joinder or signature of the Community Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such

supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, Declarant, Centex Homes, has duly caused the execution of this Declaration on its behalf on or as of the date hereafter set forth.

CENTEX HOMES, a Nevada general partnership

By Centex Real Estate Corporation, a Nevada corporation and Managing General Partner

By Wayne Zill
Wayne Zill, Division President

STATE OF OHIO
COUNTY OF DELAWARE, SS:

This instrument was executed and acknowledged before me by Wayne Zill, Division President of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership on behalf of said general partnership and said corporation, this 22 day of MARCH, 2004.

Mary C. Dalbey
Notary Public



Mary C. Dalbey
Notary Public-State of Ohio
My Commission Expires
October 27, 2004

This instrument prepared by Calvin T. Johnson, Jr., Esq., Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215.
DEC OF COVENANTS/CLAYBROOKE CROSSING COMMUNITY/3/19/04

ATTACHMENT 1

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY

Property Subjected Hereby

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

Being Lots 1 through 40, both inclusive, of Claybrooke Crossing Section 1, as the same are numbered, designated and delineated on the recorded plat thereof, of record in Plat Book 102, Pages 88-91, inclusive, records of the Recorder of Franklin County, Ohio;

Rec

AND

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

Being Lots 41 through 77, both inclusive, of Claybrooke Crossing Section 2, as the same are numbered, designated and delineated on the recorded plat thereof, of record in Plat Book 103, Pages 88-90, inclusive, records of the Recorder of Franklin County, Ohio;

Rec

AND

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

Being Lots 117 through 126, both inclusive, of Claybrooke Crossing Section 4, as the same are numbered, designated and delineated on the recorded plat thereof, of record in Plat Book 103, Pages 91 and 92, records of the Recorder of Franklin County, Ohio;

Rec

AND

14.816 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1383, being part of the remainder of those 36.074 and 40.152 acre tracts conveyed to Centex Homes by deed of record in Instrument Number 200304070100322 and Instrument Number 200304070100321 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Rec
Rec

Beginning at an iron pin set at the southeasterly corner of Lot 62, the southwesterly corner of Lot 61 of that subdivision entitled "Claybrooke Crossing Section 2" of record in Plat Book 103, Pages 88 to 90;

thence with the southwesterly perimeter of said "Claybrooke Crossing Section 2", the following courses and distances:

South 56° 55' 02" East, a distance of 74.91 feet to an iron pin set;

North 45° 56' 18" East, a distance of 125.00 feet to an iron pin set on the arc of a curve to the right;

with the arc of said curve, having a central angle of 22° 51' 12", a radius of 265.00 feet, an arc length of 105.70 feet, having a chord bearing and distance of South 32° 38' 06" East, 105.00 feet to an iron pin set at a point of tangency; and

South 21° 12' 30" East, a distance of 474.08 feet to an iron pin set at a point of curvature of a curve to the right, being in the northerly right-of-way line of Haughn Road of record in Plat Book 102, Pages 88 to 91:

thence with said northerly right-of-way line, the following courses and distances:

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord bearing and distance of South 23° 47' 30" West, 28.28 feet to an iron pin set at a point of tangency;

South 68° 47' 30" West, a distance of 67.91 feet to an iron pin set at a point of curvature of a curve to the left;

ATTACHMENT 1 (Continued)

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY

14.816 ACRES (Continued)

Property Subjected Hereby

with the arc of said curve, having a central angle of $28^{\circ} 22' 02''$, a radius of 585.00 feet, an arc length of 289.63 feet, having a chord bearing and distance of South $54^{\circ} 36' 29''$ West, 286.69 feet to an iron pin set at a point of tangency;

South $40^{\circ} 25' 28''$ West, a distance of 160.37 feet to an iron pin set at a point of curvature of a curve to the left; and

with the arc of said curve, having a central angle of $05^{\circ} 18' 32''$, a radius of 565.00 feet, an arc length of 52.35 feet, having a chord bearing and distance of South $37^{\circ} 46' 12''$ West, 52.33 feet to an iron pin set;

thence across said 36.074 acre tract, the following courses and distances:

North $57^{\circ} 06' 52''$ West, a distance of 266.50 feet to an iron pin set;

North $77^{\circ} 19' 52''$ West, a distance of 137.04 feet to an iron pin set; and

North $86^{\circ} 59' 34''$ West, a distance of 200.00 feet to an iron pin set in the easterly line of that tract conveyed to F. & M. Management Co. by deed of record in Deed Book 3778, Page 325;

thence North $02^{\circ} 56' 16''$ East, with said easterly line, (passing an iron pin found at a distance of 569.53 feet) a total distance of 709.81 feet to an iron pin set;


thence South $87^{\circ} 04' 44''$ East, partly across said 40.152 acre tract and partly with a southerly line of said "Claybrooke Crossing Section 2", (passing an iron pin set at a distance of 510.04 feet) a total distance of 585.37 feet to the Point of Beginning, containing 14.816 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen-sixteenths ($13/16$) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

The bearings shown hereon were transferred from a field traverse originating from and tying to Franklin County Survey Control Monuments, including Frank 25 and Frank 125 and are based on the Ohio State Plane Coordinate System, South Zone as per Nad 83.

EVANS, MECHWART, HAMBLETON & TILTON, INC.
3/10/04
Edward J. Miller
Registered Surveyor No. 8250



EJM:cjm/via/04

AND

ATTACHMENT 1 (Continued)

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY

Property Subjected Hereby

12.709 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1383, being part of the remainder of that 40.152 acre tract conveyed to Centex Homes by deed of record in Instrument Number 200304070100321 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning at an iron pin set at the northwesterly corner of Lot 25 of that subdivision entitled "Claybrooke Crossing Section 1" of record in Plat Book 102, Pages 88 to 91, being in the southerly line of Lot 16 of that subdivision entitled "Mayfair Park" of record in Plat Book 25, Page 45;

thence with the westerly perimeter of said "Claybrooke Crossing Section 1", the following courses and distances:

South 02° 55' 16" West, a distance of 130.00 feet to an iron pin set at a corner thereof;

North 87° 04' 44" West, a distance of 45.01 feet to an iron pin set at a corner thereof; and

South 02° 55' 16" West, a distance of 190.00 feet to an iron pin set at a corner thereof, being in the northerly line of Lot 75 of that subdivision entitled "Claybrooke Crossing Section 2" of record in Plat Book 103, Pages 88 to 90;

thence North 87° 04' 44" West, with the northerly line of said "Claybrooke Crossing Section 2", a distance of 165.08 feet to an iron pin set at a corner thereof;

thence with the westerly perimeter of said "Claybrooke Crossing Section 2", the following courses and distances:

South 02° 55' 16" West, a distance of 130.00 feet to an iron pin set at a corner thereof;

North 87° 04' 44" West, a distance of 9.92 feet to an iron pin set at a corner thereof;

South 02° 55' 16" West, a distance of 185.00 feet to an iron pin set at a corner thereof;

South 87° 04' 44" East, a distance of 51.33 feet to an iron pin set at a corner thereof;

South 03° 17' 27" West, a distance of 125.01 feet to an iron pin set at a corner thereof, being on the arc of a curve to the left;

with the arc of said curve, having a central angle of 00° 22' 11", a radius of 335.00 feet, an arc length of 2.16 feet, having a chord bearing and distance of North 86° 53' 39" West, 2.16 feet to an iron pin set at a point of tangency;

North 87° 04' 44" West, a distance of 44.59 feet to an iron pin set at a corner thereof; and

ATTACHMENT 1 (Continued)

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY

Property Subjected Hereby

12.709 ACRES (Continued)

South 02° 55' 16" West, a distance of 195.00 feet to an iron pin set at a corner thereof;

thence North 87° 04' 44" West, across said 40.152 acre tract, a distance of 510.04 feet to an iron pin set in the easterly line of that tract conveyed to F. & M. Management Co. by deed of record in Deed Book 3778, Page 325;

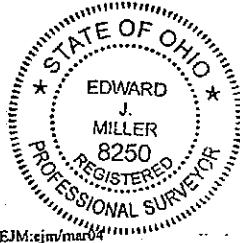
thence North 02° 56' 16" East, with said easterly line, a distance of 955.00 feet to an iron pin found at the northeasterly corner thereof, being in the southerly line of said "Mayfair Park";

thence South 87° 04' 44" East, with said southerly line, a distance of 725.99 feet to the Point of Beginning, containing 12.709 acres of land, more or less.

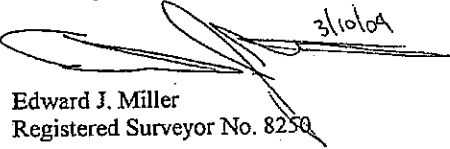
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

The bearings shown hereon were transferred from a field traverse originating from and tying to Franklin County Survey Control Monuments, including Frank 25 and Frank 125 and are based on the Ohio State Plane Coordinate System, South Zone as per Nad 83.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

 3/10/04
Edward J. Miller
Registered Surveyor No. 8250

ATTACHMENT 2

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY

Additional Property

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

Being Reserve A of Claybrooke Crossing Section 1, as the same is lettered, designated and delineated on the recorded plat thereof, of record in Plat Book 102, Pages 88-91, inclusive, records of the Recorder of Franklin County, Ohio;

AND

35.83 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey No. 1383 being out of that tract conveyed to F. & M. Management Company by deed of record in Deed Book 3778, Page 325 (all references refer to the record of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the westerly right-of-way line of Haughn Road with the northerly right-of-way line of Orders Road;

thence North $87^{\circ}01'45''$ West, with said northerly right-of-way line, a distance of 1927.10 feet to the True Point of Beginning;

thence North $87^{\circ}01'54''$ West, a distance of 93.61 feet to a point;

thence northeasterly, with the arc of a curve to the left having a radius of 20.00 feet, a central angle of $89^{\circ}16'29''$ and a chord that bears North $48^{\circ}06'44''$ East, a chord distance of 28.10 feet to a point;

thence North $03^{\circ}28'29''$ East, a distance of 179.37 feet to a point;

thence North $86^{\circ}40'44''$ West, a distance of 371.12 feet to a point;

thence North $02^{\circ}51'37''$ East, a distance of 1945.92 feet to a point;

thence South $87^{\circ}03'37''$ East, a distance of 797.32 feet to a point;

thence South $02^{\circ}57'04''$ West, a distance of 1754.97 feet to a point;

thence South $02^{\circ}35'06''$ West, a distance of 192.90 feet to a point;

thence North $87^{\circ}08'32''$ West, a distance of 371.06 feet to a point;

thence South $03^{\circ}17'12''$ West, a distance of 179.64 feet to a point;

thence southeasterly, with the arc of a curve to the left having a radius of 20.00 feet, a central angle of $89^{\circ}44'13''$ and a chord that bears South $41^{\circ}34'55''$ East, a chord distance of 28.22 feet to the point of beginning and containing 35.83 acres of land, more or less.

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

AND

ATTACHMENT 2 (Continued)

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY

Additional Property

2.025 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1383, being part of the remainder of those 36.074 acre tract conveyed to Centex Homes by deed of record in Instrument Number 200304070100322 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at a railroad spike found at the centerline intersection of Haughn Road with Orders Road, being the southeasterly corner of that subdivision entitled "Claybrooke Crossing Section 1" of record in Plat Book 102, Pages 88 to 91;

thence North 86° 59' 34" West, with the centerline of Orders Road, (passing a railroad spiked found at 1071.15 feet) a total distance of 1245.22 feet to a railroad spike found at the southeasterly corner of that tract conveyed to Michael L. Haughn and Rochelle S. Haughn by deed of record in Instrument Number 200105040097323;

thence North 02° 56' 16" East, across said Orders Road, a distance of 40.00 feet to an iron pin set in the northerly right-of-way line of said Orders Road, being the southwesterly corner of that 0.022 acre tract conveyed to Michael L. Haughn and Rochelle S. Haughn by deed of record in Instrument Number _____;

thence South 86° 59' 34" East, with said northerly right-of-way line and the southerly line of said 0.022 acre tract, a distance of 2.00 feet to an iron pin set at the southeasterly corner thereof, being the True Point of Beginning;

thence North 02° 56' 16" East, with the easterly line of said 0.022 acre tract, a distance of 386.00 feet to an iron pin set at the northeasterly corner thereof;

thence North 86° 59' 34" West, with the northerly line of said 0.022 acre tract, a distance of 202.00 feet to an iron pin set at the northwesterly corner thereof;

thence South 02° 56' 16" West, with a westerly line of said 0.022 acre tract, a distance of 1.00 feet to an iron pin found at a southwesterly corner thereof, being the northwesterly corner of said Haughn tract (Instrument Number 200105040097323, being the northeasterly corner of that tract conveyed to Kyle S. Dupler and Mary J. Dupler by deed of record in Official Record 17752E03;

thence North 86° 59' 34" West, with the northerly line of said Dupler tract, a distance of 150.00 feet to an iron pin set at the northwesterly corner thereof, being in the easterly line of that tract conveyed to F. & M. Management CO. by deed of record in Deed Book 3778, Page 325;

thence North 02° 56' 16" East, with said easterly line, a distance of 83.00 feet to an iron pin set;

thence across said 36.074 acre tract, the following courses and distances:

ATTACHMENT 2 (Continued)

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS,
AND ASSESSMENT LIENS FOR CLAYBROOKE CROSSING COMMUNITY

Additional Property

2.025 ACRES (Continued)

South 86° 59' 34" East, a distance of 200.00 feet to an iron pin set;

South 77° 19' 52" East, a distance of 137.04 feet to an iron pin set; and

South 57° 06' 52" East, a distance of 266.50 feet to an iron pin set on the arc of a curve to the left, being on the westerly right-of-way line of Haughn Road as shown on said "Claybrooke Crossing Section 1";

thence with said westerly right-of-way line, the following courses and distances:

with the arc of said curve, having a central angle of 31° 19' 05", a radius of 565.00 feet, an arc length of 308.83 feet, having a chord bearing and distance of South 19° 27' 24" West, 305.00 feet to an iron pin set at a point of reverse curvature; and

with the arc of said curve, having a central angle of 89° 12' 34", a radius of 20.00 feet, an arc length of 31.14, having a chord bearing and distance of South 48° 24' 09" West, 28.09 feet to an iron pin set at a point of tangency, being on the northerly right-of-way line of said Orders Road;

thence North 86° 59' 34" West, with said northerly right-of-way line, a distance of 107.24 feet to the True Point of Beginning, containing 2.025 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

The bearings shown hereon were transferred from a field traverse originating from and tying to Franklin County Survey Control Monuments, including Frank 25 and Frank 125 and are based on the Ohio State Plane Coordinate System, South Zone as per Nad 83.



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