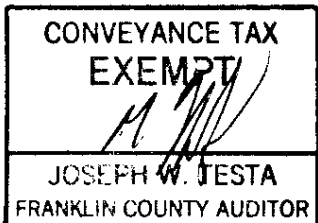


**DECLARATION OF COVENANTS
EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS
FOR
EALY CROSSING**

**Cross Reference: Plat Book 110, Pages 23-25, inclusive.
Instrument No. 200610240213498
(Lots 1 through 32, inclusive, New Albany
Country Club Section 22 Ealy Crossing)**



**TRANSFERRED
NOT NECESSARY
AUG 08 2007
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO**

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This is a declaration of covenants, easements, restrictions and assessment liens ("the Declaration") made on or as of this 5th day of August, 2007, by Ealy Crossing, LLC, an Ohio limited liability company, (hereinafter "Declarant"), and Duffy Homes, Inc., an Ohio corporation, (hereinafter "Duffy"), who joins herein for the sole purpose of submitting and subjecting its property, as herinafter described, to the provisions of this Declaration.

Background

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

Situated in the State of Ohio, County of Franklin, Village of New Albany, and described as follows:

Being Lots 1, 2, 3, and 5 through 32, inclusive, of New Albany Country Club Section 22 Ealy Crossing, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 110, Pages 23-25, inclusive, (Instrument No. 200610240213498) records of the Recorder of Franklin County, Ohio.

B. Duffy is the owner in fee simple of the following real estate:

Situated in the State of Ohio, County of Franklin, Village of New Albany, and described as follows:

Being Lot 4 of New Albany Country Club Section 22 Ealy Crossing, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 110, Pages 23-25, inclusive, (Instrument No. 200610240213498) records of the Recorder of Franklin County, Ohio.

C. The property described in paragraphs A and B of this Background Section (referred to herein as "Ealy Crossing") is being developed and built as a subdivision of residential lots with public streets and associated improvements.

D. Contiguous to Ealy Crossing, as described above, are Lots 33, 34 and 35 of New Albany Country Club Section 22 Ealy Crossing which are intended to be re-subdivided into a maximum of fourteen lots that may be used for detached and/or attached product housing and subjected to the plan and restrictions created hereby. This property is referred to herein as the "Additional Property." In this instrument Ealy Crossing and all Additional Property subjected to the plan and restrictions created hereby shall constitute and be known collectively, at any time, as "Ealy Crossing."

E. Declarant and Duffy desire hereby to provide for the preservation of the values of and amenities in Ealy Crossing for the benefit of the present and future Owners and Occupants of the Lots and single-family residences on them.

F. Ealy Crossing is also subject to certain covenants and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements for the New Albany Country Club (the "Country Club Covenants") of record in Official Record Volume 16185, Page C14, et seq., and the Declaration of Covenants, Conditions, Restrictions and Easements for the New Albany Communities (the "Master Covenants") of record in Official Record Volume 16185, Page A01, et seq., all of the records of the Franklin County Recorder, as each have been or may be supplemented or amended from time to time. In the case of a conflict between any of the foregoing and the provisions of this Declaration, the

reviewed by The New Albany Community Authority pursuant to the provisions of the Community Authority Covenants.

G. Declarant and Duffy deems it desirable for the accomplishment of these objectives to create an agency to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions of this Declaration, to administer certain easement areas, and to collect and disburse the funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated EALY CROSSING HOMEOWNERS' ASSOCIATION, INC. (the "Ealy Crossing Association"), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose members are and will be all of the owners of a Lot or Lots in Ealy Crossing.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS

NOW THEREFORE, Declarant, with respect to the property described in Paragraph A of the Background Section of this Declaration, and Duffy, with respect to the property described in Paragraph B of the Background Section of this Declaration, hereby declare that all of this property in Ealy Crossing (currently being all of the property described in Paragraphs A and B of the Background Section of this Declaration) 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 Ealy Crossing, 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, Duffy, each owner of property in Ealy Crossing, the Ealy Crossing Association, and the respective personal representatives, heirs, successors and assigns of each.

ARTICLE I

DEFINITIONS

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

1. **"Additional Property"** means property that may in the future be subject to the plan set forth herein, and includes any property as Declarant, in its sole discretion, may from time to time determine.

2. **"Articles" and "Articles of Incorporation"** mean the Articles, when filed with the Secretary of State of Ohio, incorporating Ealy Crossing Homeowners' Association, Inc as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702") (the State of Ohio's enabling nonprofit corporation act).

3. **"Board" and "Board of Directors"** mean those persons who, as a group, serve as the Board of Directors of the Ealy Crossing Association.

4. **"Code of Regulations"** means the code of regulations of the Ealy Crossing Association (often referred to as "Bylaws") created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Ealy Crossing Association.

6. **Declarant** means Ealy Crossing, LLC, or such successor or assign to its rights and authority hereunder as it may designate in writing.

7. **"Declaration"** means this instrument, by which Ealy Crossing is hereby submitted to the provisions hereof, and any amendments hereto.

8. **"Director" and "Directors"** mean that person or those persons serving, at the time pertinent, as a member of the Board of Directors of the Ealy Crossing Association.

9. **"Dwelling"** means and includes all structures to be used for residential purposes, together with all projections and extensions thereof and accessory structures, whether or not connected or attached, including, but not limited to, garages, porches, canopies, shelters, and storage structures.

10. **"Ealy Crossing"** means the subdivision that has been created and subjected to the provisions of this Declaration, and all rights and appurtenances thereto, and any subsequent additions thereto.

11. **"Ealy Crossing Association"** means Ealy Crossing Homeowners' Association, Inc. which shall be an Ohio corporation not-for-profit to be formed by the Declarant forthwith, and whose members will be all Owners of a fee simple interest in a Lot or Lots in Ealy Crossing.

12. **"Ealy Crossing Association Governing Documents"** means this Declaration, and amendments hereto, the plat or plats of Ealy Crossing, other covenants, restrictions and easements of record, if any, on all or any part of Ealy Crossing, the Articles of Incorporation and Code of Regulations of the Ealy Crossing Association, and all rules, regulations, policies and procedures adopted by the Ealy Crossing Association or its Board from time to time.

13. **"Eligible holder of a first mortgage lien"** means the holder of a valid recorded first mortgage on a Lot, which holder has given written notice to the Ealy Crossing Association stating the holder's name, address, and Lot or Lots subject to its mortgage.

14. **"Exempt Property"** means the portion of the real property comprising Ealy Crossing (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Franklin County, Village of New Albany, 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 Ealy Crossing Association; but only for so long as such property is not utilized as a residence.

15. **"Improvements"** means all buildings, outbuildings, ancillary buildings, garages and structures, and includes, among other things, all Dwellings as hereinbefore defined, 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; swing sets, playground equipment, playhouses and forts; basketball boards, hoops, and systems; tennis courts; and all other types of permanently installed recreational fixtures and facilities; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; signs; watering systems; earth mounds and plantings; and all other structures of every type a part of or serving Ealy Crossing.

... **Lot Owner or Owner** means the holder of record title to the fee interest in any Lot, whether or not such title holder actually resides in a Dwelling on such Lot, and whether or not there is a Dwelling on that Lot, and excludes those having an interest in a Lot or Lots merely as security for the performance of an obligation.

18. **“Occupant”** means a person lawfully residing in a Dwelling on a Lot, regardless of whether that person is a Lot Owner.

19. **“Person”** means a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

20. **“Special Easement Area”** means the areas shown on Exhibit A, attached hereto and made a part hereof.

21. **“Turnover Date”** means the earlier of such time as (a) a Dwelling has been constructed on each Lot and each Lot has been sold and conveyed by Declarant and Duffy, and/or their respective successors and assigns to unrelated residential home purchasers in good faith and for value and (b) such time as Declarant, in its sole discretion, elects to turn over control of the Ealy Crossing Association to its members.

ARTICLE II

THE PROPERTY

Section 1. Property Subject. The property that shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration shall consist of Ealy Crossing, including all of the Lots described in Paragraphs A and B of the Background Section thereof, and any and all rights appurtenant thereto.

Section 2. Additional Property. The right is reserved to Declarant, its successors and assigns, to cause the Additional Property, or any portion thereof, to become subject to the provisions of this Declaration, and the Owners of a Lot or Lots therein subject to the rights and obligations of members set forth herein and in the Articles and Code of Regulations of the Ealy Crossing Association and the Ealy Crossing Association Governing Documents. The execution by the fee simple owners of such property, with the same formalities as this Declaration, and the recording thereof in the records of the Recorder of Franklin County, Ohio, of a supplemental declaration or declarations, shall subject that property to the provisions of this Declaration; provided that any such supplemental declaration may contain such supplementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the property added, and as are not inconsistent with the overall scheme of this Declaration. An amendment of this Declaration made by Declarant or its successor or assignee to subject Additional Property to the provisions of this Declaration shall not require the joinder or signature of the Ealy Crossing Association, the Board, other Lot Owners, mortgagees, or any other Person. Upon the addition of property to this plan, the property therein and the Owners of that property shall be subject to and benefited by the provisions of this Declaration applicable to Lots and the Owners thereof.

Section 3. Common Elements.

(a) **Specification of Common Elements.** As previously described, the Common Elements shall initially consist of the Special Easement Areas identified and designated on Exhibit A, attached hereto and made a part of this Declaration by this reference. Additional Common Elements may hereafter be established by a separate

Crossing, provided that future Common Elements may also include storm water management facilities, green and landscaped areas, open spaces, entry features and signage, and like improvements and facilities.

(b) **Use of Common Elements.** The Common Elements shall not be used for any purposes other than those for which they are designed, subject to such reasonable rules and regulations as the Board of Directors may from time to time establish.

(c) **No Dedication.** Nothing contained in this Article implies any right or license to the public to access or to use the Common Elements.

ARTICLE III

THE ASSOCIATION

Section 1. Organization. An association of the Owners of the Lots shall forthwith hereby be established as an Ohio nonprofit corporation by the filing of Articles of Incorporation (the "Articles") with the Ohio Secretary of State.

Section 2. Membership. Every holder of a recorded fee simple interest in a Lot shall, while holding such interest, be a member of the Ealy Crossing Association. However, although each such holder is a member, there shall only be one membership per Lot, and in the event the fee simple interest in a Lot is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Ealy Crossing Association as tenants in common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. The foregoing is not intended to include Persons or entities that hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership.

Section 3. Powers; Authority; Duties. The Ealy Crossing Association shall have all the rights, powers, and duties established, invested, or imposed pursuant hereto, its Articles, Code of Regulations, its duly adopted rules and regulations, other Ealy Crossing Association Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio nonprofit corporations. Among other things, the Ealy Crossing Association, through its Board of Directors, shall have the power to own and/or hold easements with respect to, and maintain Common Elements, enforce and administer the provisions of the Declaration, rules and regulations, and other Ealy Crossing Association Governing Documents, borrow money, pledge assets and receivables, levy and collect assessments, collect and maintain reserves for replacement or anticipated expenditures, own and convey real estate, sue and be sued, enter into contracts, and take such other actions as it deems appropriate in fulfilling the Ealy Crossing Association's purposes.

Section 4. Governance. The Ealy Crossing Association shall be governed by provisions set forth herein and its Articles and Code of Regulations. Members with respect to a Lot shall be entitled to a single vote with respect to that Lot, which vote shall be exercised, if at all, as a single vote. Until the Turnover Date, the Declarant shall be permitted to exercise one hundred percent (100%) of the voting power of the Members.

Section 5. Rules and Regulations. The Ealy Crossing Association, through its Board, may make and enforce reasonable rules governing the use, operation and maintenance of the property within

Owners, including without limitation: (a) reasonable monetary administrative charges which shall be considered special individual assessments; (b) suspension of the right to vote as a member of the Ealy Crossing Association; and (c) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Ealy Crossing Common Elements, or any part thereof, for a period not exceeding sixty (60) days, for any infraction of the Ealy Crossing Association Governing Document, including but not limited to the provisions of this Declaration and the rules; provided that the right of ingress and egress of an Occupant or Owner to that Owner's or that Occupant's Unit, or any part thereof, shall not be impeded or prohibited. In addition, the Board shall have the power to seek relief in any court for violations of or to abate violations of the provisions of the Ealy Crossing Association Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of the Ealy Crossing Association Governing Documents, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot whose Owner, Occupant, licensee or invitee violated the Ealy Crossing Association Governing Documents, including but not limited to the provisions of this Declaration, and the same shall be a special individual assessment against such Owner's Lot and such Owner.

Section 6. Managing Agent. The Board may retain and employ on behalf of the Ealy Crossing Association a managing agent, which may be Declarant, and may delegate to the managing agent such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the managing agent shall be a common expense.

Section 7. Ealy Crossing Association Books and Records. Upon reasonable request of any member, the Ealy Crossing Association shall make reasonably available for inspection by any member all books, records and financial statements of the Ealy Crossing Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (i) information that pertains to personnel matters; (ii) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (iv) information that relates to the enforcement of the Ealy Crossing Association Governing Documents against Owners; and (v) information the disclosure of which is prohibited by state or federal law. The Ealy Crossing Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

ARTICLE IV

ARCHITECTURAL REVIEW

In addition to complying with the provisions of this Declaration, all Improvements constructed or to be constructed in Ealy Crossing shall also require the approval of the New Albany Country Club Communities Architectural Review Committee and comply with the design guidelines adopted thereby.

ARTICLE V

PROTECTIVE COVENANTS AND RESTRICTIONS

The following covenants and restrictions concerning the use of each Lot and occupancy of Dwellings thereon shall run with the land and be binding upon every Lot Owner and Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees, and invitees:

purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto; provided, however, that no residence may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) during the construction and initial sales period, Dwellings, Lots and Common Elements may be used for construction and sales purposes and sales models by Declarant, and by builders and developers as approved by Declarant, in its sole discretion, until Dwellings have been constructed on all Lots and all Lots with Dwellings on them have been conveyed to bona fide residential home purchasers.

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

(c) Temporary Structure Use. No incomplete structure or structure of a temporary character, trailer, tent, shack, garage, ancillary building, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently; provided however, that nothing contained herein shall prevent the use of trailers or temporary buildings by Declarant, or builders approved by Declarant, for sales and construction management and related uses during the construction and sale of homes in Ealy Crossing.

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

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

(i) Waste. Except for the reasonably necessary activities of Declarant, Duffy, and by builders and developers approved by Declarant during the active development of Ealy Crossing, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot or upon any portion of Ealy Crossing. All trash and construction debris shall be removed by the Lot Owner at least weekly during construction and road frontage for each Lot shall be cleared daily of all construction debris; provided that the foregoing shall not apply to Lots owned by Declarant, Duffy, or builders and developers approved by Declarant;

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

(iv) **Sound.** Music, either live or by recording device, that is so loud as to disturb one's neighbors, is prohibited.

(f) **Service Screening, Storage Areas.** Except during the active period of construction on any Lot, garbage and refuse shall be placed in containers, which shall be concealed and contained within Dwellings or ancillary buildings or concealed by means of a screening wall of materials comparable to the materials and colors used on the Dwelling or ancillary building until the time scheduled for pick up and disposal. Except during the active period of construction on any Lot, no materials, supplies or equipment shall be stored in Ealy Crossing except inside closed buildings.

(g) **Machinery and Equipment.** No commercial machinery or equipment of any kind shall be placed, operated or maintained in Ealy Crossing except such machinery or equipment reasonably necessary for use in connection with the construction of Improvements by Declarant, Duffy, or builders approved by Declarant during the initial construction of Improvements, or in connection with maintenance, or construction of Improvements approved by the New Albany Country Club Communities Architectural Review Committee.

(h) **Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes.** The Board is granted the power and the authority to create and enforce reasonable rules and regulations concerning placement and the parking of any vehicle permitted on or in Ealy Crossing, so long as those rules and regulations are consistent with, and do not amend, any of the terms of this Declaration. In addition to its authority to levy special individual assessments as administrative charges for the violation of the rules and regulations, the Board shall be authorized to cause the removal of any vehicle violating such rules and regulations.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than twenty-one (21) feet, and all vehicles that include any visible exterior storage of tools or materials except no more than two (2) visible ladders. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers shall in every instance be considered to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section,

resting on wheels, jacks, tires or other foundation.

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

(i) **Animals.** Except as hereinafter provided, no animals, livestock, birds, poultry or other fowl, snakes, reptiles, or species of insects, shall be raised, bred, kept, or maintained on any Lot, or any portion thereof. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Dwelling on a Lot provided that: (i) no more than three of any type of animal, other than fish, may be maintained in any residence (except when less than three months of age); (ii) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right to maintain any particular animal or any particular breed or species of animal shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of such animal, breed or species constitutes a nuisance or creates a detrimental effect on other Lot Owners or Occupants, or Ealy Crossing as a whole, or possession of which violates any law, rule, regulation or ordinance promulgated by a governmental or quasi-governmental entity.

(j) **Open Fires.** Open fires, leaf burning, trash burning, or the like, excepting only domestic use of indoor fireplaces and wood burning stoves, commercially made barbecue grills, commercially manufactured fire pits (as approved by the Board), and natural gas lights, are prohibited.

Section 2. Building, Improvement, and Other Limitations.

(a) **Lot Splits.** No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, unless approved by the Board and all governmental authorities having jurisdiction.

(b) **Dwelling Size, Roofs.** Except as otherwise provided in this Declaration no buildings shall be constructed on a Lot except one single family dwelling that does not exceed two and one-half stories in height, and that, exclusive of garages, open porches, basements or other areas below grade has a minimum square foot floor area of not less than what is required by the applicable zoning and subdivision control ordinances governing the Lots located in Ealy Crossing.

(c) **Garages, Driveways.** Each single-family residence must have at least a two-car garage which may be attached or detached from the residential portion of the dwelling constructed on the Lot. Driveways shall be paved with a solid material such as asphalt or pavers. Gravel driveways shall not be permitted. Driveways must be kept in good condition with no pot-holes or depressions.

be permitted by Declarant, Duffy and builders and developers approved by Declarant for construction purposes during the construction period of Improvements and for sales purposes during the sale of a Lot or Lots, by Declarant, Duffy and builders or developers approved by Declarant.

(e) **Antennas.** No antenna or dish for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot outside any building, whether attached to an improvement or otherwise, including, but not limited to satellite dishes, unless approved by the Board, or unless required to be permitted by law, but subject to such lawful rules and regulations as the Board of Directors may from time to time adopt, and the further limitation that satellite dishes may not exceed one meter in diameter and must be erected or installed to minimize visibility from the street which the Dwelling on the Lot fronts. If a satellite installed by a Lot Owner is required to be installed in an area visible to the street, such Lot Owner shall install screening to minimize such visibility.

(f) **Utility Service.** No lines, wires or other devices providing utility services, including telephone, television, data, and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in Ealy Crossing unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved Improvements; provided, above ground electrical transformers and other equipment may be permitted if currently existing or permitted pursuant to the provisions of existing easements, or if properly screened and approved by the New Albany County Club Communities Architectural Review Committee. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved Improvements.

(g) **Improvement Location.** All Improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved.

(h) **Storage Tanks.** No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted in Ealy Crossing outside of a building, except (a) storage tanks used during the construction of residences; and (b) propane tanks having a capacity of thirty (30) pounds or less, for use to power a gas barbecue grill.

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

(j) **Exterior Materials and Colors.** Finish building materials shall be applied to all sides of the exteriors of all Dwellings and other buildings and shall comply with applicable governmental requirements and the requirements of the New Albany Country Club Communities Architectural Review Committee. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings and

(k) Signs. NO signs or any character shall be erected, posted or displayed in Ealy Crossing except: (i) marketing signs installed by Declarant or Duffy, or with the consent of Declarant during the period of the initial sale of homes; (ii) street and identification signs installed by, or at the direction of, the Board, the Declarant or any governmental agency; (iii) one temporary professional real estate sign on a Lot not to exceed six (6) square feet in area advertising that a Lot or residence is for sale or lease; and (iv) signs on the Common Elements approved by the Board regarding or regulating the use of the Common Elements. Further all signs shall be in accordance with the New Albany Country Club Communities Construction Site Guidelines, as the may be amended from time to time.

(l) Landscaping. The Lots and appropriate Common Elements shall be landscaped according to the plans approved by Declarant and the New Albany Communities Architectural Review Committee, and by the appropriate governmental authorities. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Each Lot Owner shall remove dead and diseased trees and limbs from that Owner's Lot.

(m) Maintenance. Subject to limitations on use and maintenance as shown and set forth on a plat of Ealy Crossing, no Lot, outbuilding, ancillary building or other Improvement shall be permitted to become overgrown, unsightly or to fall into disrepair, and all buildings and Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the New Albany Country Club Communities Architectural Review Committee, and all lawns are to be neatly maintained by the Lot Owner on whose Lot the lawn is located.

(n) Drainage and Grading. No drainage ditches, cuts, swales, impoundments, mounds, knobs, or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage pattern, may be destroyed, altered or modified by or at the direction or with the consent of any Lot Owner without the prior consent of the New Albany Country Club Communities Architectural Review Committee. Unless otherwise provided, every Owner of a Lot abutting any drainage course or channel shall maintain the portion of the drainage course and keep the same free from debris and obstructions of any kind. Neither the Declarant, Duffy nor the Ealy Crossing Association shall have any liability for maintaining the drainage course or channel. Any existing field drainage tile that is obstructed by site improvements and that is not eliminated or modified pursuant to the drainage plan for Ealy Crossing shall be reconnected to the drainage system so as to operate in a manner as good as or better than the operation of the field drainage tile prior to the obstruction by the site improvements. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant for Ealy Crossing, or any part thereof, without the prior written consent of the New Albany Country Club Communities Architectural Review Committee, the Village at New Albany, Ohio, or any other governmental authority. The Ealy Crossing Association and its representatives shall have the right to enter upon any Lot and any portion of Ealy Crossing and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any Owner with respect to the same or the consequences thereof. The foregoing notwithstanding, no fences, buildings, dams, or any other structure may be constructed, placed or maintained within any drainage easement so as to obstruct the flow of storm water.

(p) **Fences.** NO fence, wall, or barrier of any kind may be erected on any Lot or Common Element, except as required by law or with the prior written approval of the New Albany County Club Communities Architectural Review Committee.

(q) **Swimming Pools.** Above-ground swimming pools are not permitted. Below ground swimming pools, spas and fountains are allowed subject to the prior written approval of the New Albany County Club Communities Architectural Review Committee and compliance with all governmental regulations for the Improvements, including but not limited to fencing and screening.

(r) **Solar Panels.** No solar panels shall be permitted.

(s) **Window Air Conditioning Units.** No window air conditioning unit shall be permitted in any window in a Dwelling that faces a public street.

(t) **Storage.** Except for the reasonably necessary activities of Declarant, and builders and developers approved by Declarant during the original development of Ealy Crossing, no open storage of any kind is permitted.

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

ARTICLE VI

REPAIR AND MAINTENANCE RESPONSIBILITIES

Section 1. The Ealy Crossing Association. Subject to budgetary limitations and the right of the Board to exercise reasonable business judgments and the provisions of this Declaration, the Ealy Crossing Association shall, at its cost, maintain, repair and replace the fences and bollards within the Special Easement Areas, the pond, pond retaining walls, pergola and other improvements located within the Special Easement Areas, and the entry features for Ealy Crossing.

Section 2. Lot Owners. The maintenance, repair, and replacement of a Dwelling and other Improvements on a Lot other than Improvements on Lots located within Special Easement Areas to be maintained by the Ealy Crossing Association, if any, shall be the responsibility of the Owner or Owners of that Lot, at the cost of that Lot Owner or Owners. In the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Lot Owner or Occupant, the Ealy Crossing Association may perform the same, and the cost thereof shall constitute a special individual assessment and charge, as hereinafter defined, on the Lot owned by that Lot Owner or Owners and on that Lot. The determination that such maintenance or repair is necessary and/or has been so caused, shall be made by the Board of Directors. In addition, the Ealy Crossing Association, through its Board of Directors, may, from time to time establish uniform rules and regulations, notice of which shall be given to all Lot Owners, regarding and establishing minimum requirements for lawn and landscape

UTILITY SERVICES

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot. The Ealy Crossing Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Ealy Crossing Association by the utility company.

ARTICLE VIII

INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance. To the extent available, the Board of Directors shall have the authority to and shall obtain insurance for all structures, fixtures and equipment and common personal property, which are now or at any time hereafter owned by the Ealy Crossing Association, 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:

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

(d) shall provide that the insurance carrier shall notify all first mortgagees named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy; and

(e) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Ealy Crossing Association, its officers and Directors, and all Lot Owners.

Section 2. Liability Insurance. To the extent available, the Ealy Crossing Association may obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Elements insuring the Ealy Crossing Association, the Directors, and the Lot Owners and Occupants, with such limits as the Board of Directors may determine. If obtained, this insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Lot Owner or Occupant because of negligent acts of the Ealy Crossing Association, the Board, or other Lot Owners 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 Common Elements, and other legal liability, including liability under contractual indemnity clauses and

The foregoing notwithstanding, the Ealy Crossing Association shall have not obligation to obtain and maintain general liability insurance with respect to the pond located within one of the Special Easement Areas. The owner or owners of Lots 17, 18, 26, 27, and 28 shall be responsible for obtaining and maintaining general liability insurance with respect to the portion of the pond located on that owner's or those owners' Lot.

Section 3. Other Ealy Crossing Association Insurance. In addition, the Ealy Crossing Association may, in the Board's discretion, obtain and maintain contractual liability insurance, directors' and officers' liability insurance, fidelity bond coverage, and such other insurance as the Board may determine.

ARTICLE IX

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Lot Owner shall have an unrestricted right of access to and from that Owner's Lot, subject to the right of the Board of Directors to make reasonable rules and regulations concerning the use and management of the Lots and Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress of an Occupant or Lot Owner to his, her, its or their Lot, or any part thereof. Each Lot Owner shall be deemed to have delegated that Lot Owner's right of enjoyment of ingress and egress to the Occupants of that Owner's Lot.

Section 2. Ealy Crossing Association Entry, Repair and Maintenance Easements. The Ealy Crossing Association, through the Board, shall have a right of entry and access to, over, upon and through all of the Lots to enable the Ealy Crossing Association to perform its obligations, rights and duties pursuant hereto with regard to enforcement of the covenants, restrictions and other provisions of this Declaration, and the maintenance, repair, and replacement of any Common Element.

Section 3. Special Easements. Attached hereto as Exhibit A is a site plan of a portion of Ealy Crossing upon which certain areas have been "cross-hatched" and identified as Special Easement Areas. Declarant, with respect to its property, and Duffy, with respect to its property, hereby grant to the Ealy Crossing Association, a perpetual non-exclusive easement in, over, across, under and through the Special Easement Areas for purposes of constructing, installing, repairing, maintaining and replacing fencing and/or bollards located within the Special Easement Areas and for repairing, maintaining, and replacing the storm water drainage pond and appurtenant improvements located within the Special Easement Areas, together with the right to enter the Special Easement Areas to perform the same. The Ealy Crossing Association shall have the right to install fountains and other improvements in connection with the storm water drainage pond within the Special Easement Areas and shall have the right to have electricity and other utilities installed to service the same. The fences and bollards and the storm water pond and improvements located within the Special Easement Areas shall be maintained and repaired by the Ealy Crossing Association.

Section 4. Easements for Encroachments. Each Lot and the Common Elements shall be subject to and benefited by easements for encroachments on or by any other Lot created or arising by reason of overhangs, or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the Improvements. Valid easements for these encroachments and for the maintenance of same shall and do exist so long as the encroachments remain.

other such buildings, utility lines, improvements and other portions of Ealy Crossing.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Ealy Crossing Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 7. Utility Easements and Building Setbacks. Each Lot is encumbered by utility easements and minimum building setbacks as shown on a plat of Ealy Crossing.

Section 8. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant and to its assigns (a) over and upon the Common Elements for (i) access for such time as is necessary to construct homes on all Lots, and sell the same, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (ii) the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with home purchasers, and (b) for the period necessary to construct homes on all the Lots, and sell the same, to maintain and utilize one or more Lots, and Improvements thereon, for sales and management offices, for storage and maintenance, for model homes, for parking areas for sales and rental purposes, and for advertising signs. The rights and easements reserved pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Ealy Crossing Association and the rights of Lot Owners and Occupants of Dwellings on Lots.

Section 9. Power of Attorney. Each Lot Owner, by acceptance of a deed to a Lot, appoints the Ealy Crossing Association or its designated representative, as his, her, its, or their attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Lot Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Lot Owner, the Ealy Crossing Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 10. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the Owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

ARTICLE X

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. Subject to the provisions of this Article, each Lot (other than a Lot, if any, becoming Exempt Property) and the Owners thereof, shall be subject to the following assessments, and the Owner or Owners of each Lot by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) covenant and agree to pay to the Ealy Crossing Association:

-the cost of the maintenance, repair, replacement, and other services to be provided by the Ealy Crossing Association including but not limited to the maintenance, repair, and replacement of the fencing, bollards and storm water drainage pond located within the Special Easement Areas;

-the costs for insurance and bond premiums to be provided and paid for by the Ealy Crossing Association;

-the estimated cost for utility services, if any, charged to or otherwise properly payable by the Ealy Crossing Association;

-the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Ealy Crossing Association, in an amount deemed adequate by the Board;

-an amount deemed adequate by the Board, in its sole discretion, 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

-the estimated next periods costs for the operation, management and administration of the Ealy Crossing Association, including, but not limited to, fees for property management, landscaping, mowing, planting, and lighting for Common Elements, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Ealy Crossing Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded;

the Ealy Crossing Association shall establish and collect operating assessments determined as follows:

(a) Initial Operating Assessments. The initial operating assessment shall be at the rate of \$770.00 per Lot per year. Commencing the first full month after a Lot has been conveyed by Declarant or Duffy to a bona-fide, unrelated purchaser, that Lot and its Owner or Owners shall be subject to and pay to the Ealy Crossing Association an operating assessment for the remainder of the calendar year 2007 prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the first Lot is to twelve.

(b) Subsequent Operating Assessments. Prior to January 1, 2008, and prior to January 1 of each calendar year thereafter, the Board of Directors of the Ealy Crossing Association shall establish a budget for anticipated operating expenses for the next following operating assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in Ealy Crossing that have been conveyed to bona-fide unrelated purchasers, and assess each such Lot and its Owners for the apportioned amount. Notwithstanding the foregoing, in the case of a Lot being conveyed to a bona-fide unrelated purchaser during the course of a calendar year, the same shall be subject to operating assessments in the amount applicable during that calendar year commencing the first day of the first full month following the month in which the Lot was so conveyed. Operating assessments on

(c) **Payments.** All operating assessments shall be payable quarterly, in advance, and, in the case of a Lot and its Owners becoming subject to the same during an annual operating assessment period, the prorated applicable portion thereof shall be payable at the time of the closing of the sale of the Lot.

(d) **Insufficient Collections.** Except as provided in subparagraph (a) of this section, if the amounts collected for operating expenses are, at any time, insufficient to meet all obligations for which these funds are to be used, the deficiency shall be assessed by the Board equally among all Lots subject to operating assessments.

Section 3. Special Assessments for Capital Improvements

(a) In addition to operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on or constituting a part of the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost therefor in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Lot Owners exercising no less than seventy-five percent (75%) of the voting power of Lot Owners and the consent of Eligible holders of first mortgage liens on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to mortgages held by Eligible holders of first mortgage liens appertain.

(b) Any such assessment shall be divided equally among all Lots that are subject to operating assessments, and shall become due and payable on such date or dates as the Board determines following written notice to those Lot Owners; provided that no such special assessment shall be due and payable on fewer than thirty (30) days written notice.

Section 4. Special Individual Assessments. In the event that pursuant to the provisions of this Declaration or any Ealy Crossing Association rule or regulation a Lot Owner becomes obligated to the Ealy Crossing Association for the payment of money to the Ealy Crossing Association, other than as an operating assessment or a special assessment for capital improvements, such as, but not limited to, the cost of making repairs the responsibility of a Lot Owner or Owners, and the payment for damages to Common Elements by reason of negligent or willful acts or omission of the Lot Owner or Owners, or for administrative charges to a Lot Owner imposed pursuant to the Ealy Crossing Association's rules and regulations, the Board may levy a special individual assessment against that Lot Owner, and that Lot Owner's Lot or Lots. In addition, all costs of enforcement of any provision of this Declaration and/or the Ealy Crossing Association's rules and regulations, including, without limitation, all costs, expenses, and legal fees, including but not limited to reasonable attorneys fees, shall be assessable hereunder. All such special individual assessments shall become due and payable on such date as the Board determines.

Section 5. Effective Date of Assessment. Except as otherwise provided herein, any assessment, other than special individual assessments, established in accordance herewith shall be due and payable thirty (30) days after written notice of the amount thereof is sent by the Board of Directors to the Lot Owner subject thereto. Written notice mailed or delivered to a Lot Owner's Lot shall constitute notice to that Lot Owner, unless the Lot Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot Owner.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Ealy Crossing Association.

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

(b) Operating, special assessments for capital improvements, and individual assessments, together with interest, late fees, administrative charges, and all collection and enforcement costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Ealy Crossing Association upon the Lot against which each such assessment is made.

(c) At any time after an assessment or any portion of any assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the Franklin County Recorder, pursuant to authorization given by the Board of Directors. The certificate shall contain a description of the Lot against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by such officer of the Ealy Crossing Association or other representative as the Board shall designate. The foregoing provisions providing for the filing of a certificate of lien are not in derogation of, and do not impair, the continuing lien provided for in subsection (b), of this section, nor is the filing of such a certificate a prerequisite to the filing of an action in foreclosure.

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

(e) Any Lot Owner or Owners who believe that an assessment chargeable to his, her, its or their Lot (for which a certificate of lien has been filed by the Ealy Crossing Association) has been improperly charged against that Lot, 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, 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.

(f) Each such assessment together with interest, administrative charges, late fees and costs, including reasonable attorney fees, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the

foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

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

(h) No claim of the Ealy Crossing Association for assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Ealy Crossing Association has failed to provide the Owner with any service, goods, work, or materials, or failed in any other duty.

(i) No Lot Owner or Owners may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Owners or those Owners Lot.

Section 8. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Ealy Crossing Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Ealy Crossing Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

ARTICLE XI

USE OF FUNDS

Section 1. Application of Assessments. The Ealy Crossing Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Ealy Crossing Association as provided in this Declaration and/or the other Ealy Crossing Association Governing Documents.

under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or Owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

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

Section 4. Authority to Enter Into Contracts. The Ealy Crossing Association, through the Board, shall have the power and authority to contract with any Person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Ealy Crossing Association hereunder, and to delegate such powers and authority to any agent or employee of the Ealy Crossing Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Ealy Crossing Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Ealy Crossing Association. There shall be no requirement of any bond or surety for the Ealy Crossing Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board of Directors shall in their sole discretion deem necessary or desirable for the safeguarding of any funds received by the Ealy Crossing Association.

ARTICLE XII

CONSTRUCTIVE NOTICE AND ACCEPTANCE

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

ARTICLE XIII

RIGHTS OF MORTGAGEES

Section 1. Notices. Unless otherwise provided herein, any Eligible holder of a first mortgage lien upon a Lot, upon written request to the Ealy Crossing Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of these restrictions, other than an amendment subjecting Additional Property to the provisions of this Declaration;
- (b) any proposed termination of the Ealy Crossing Association;

by the Ealy Crossing Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days; and

(e) times and places of meetings of members of the Ealy Crossing Association.

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

(a) inspect the books and records of the Ealy Crossing Association during normal business hours except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (i) information that pertains to personnel matters; (ii) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (iv) information that relates to the enforcement of the Ealy Crossing Association Governing Documents against Owners; and (v) information the disclosure of which is prohibited by state or federal law. The Ealy Crossing Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents; and

(b) require the preparation of and receive an annual financial statement of the Ealy Crossing Association for the immediately preceding calendar year, certified by an officer of the Ealy Crossing Association, except that such statement need not be furnished earlier than one hundred twenty (120) days following the end of such calendar year.

ARTICLE XIV

ENFORCEMENT

Section 1. Interpretation. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word contained in this Declaration, the interpretation by the Board, provided it is reasonable, shall be final and conclusive upon all interested parties.

Section 2. Violation Abatement. Violation or breach of any restriction contained in this Declaration shall give to the Ealy Crossing Association the right to enter the Lot involved and correct the violation at the expense of the Owner or Owners of the Lot involved, the cost of which (including administrative charges and attorney fees) may be assessed and collected as a special individual assessment.

Section 3. Enforcement. In addition to any other remedies provided in this Declaration, the Board, New Albany Country Club Communities Architectural Review Committee, Ealy Crossing Association, Declarant, Duffy and each Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed by or through the Ealy Crossing Association's rules and regulations. Further, the Ealy Crossing Association and each Lot Owner shall have rights of action against each other for failure to comply with the provisions of this Declaration, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Board shall have the right to assess reasonable charges against a Lot Owner who fails to comply with

occupant or invitee, or for injury to such Person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Ealy Crossing Association or such director, officer or other representative. In addition to all other remedies available by law, the Ealy Crossing Association through its Board, may use summary abatement or similar means to enforce any provisions of this Declaration or restrictions against the Lot or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 4. Failure to Enforce. Failure by Declarant, Duffy, the Board, New Albany Country Club Communities Architectural Review Committee, the Ealy Crossing Association or by any Lot Owner to proceed with such enforcement of any provision of this Declaration or action taken pursuant thereto shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.

Section 5. Duty to Enforce. Notwithstanding any other provision of this Declaration, neither Declarant, Duffy, the New Albany Country Club Communities Architectural Review Committee, the Ealy Crossing Association nor the Board shall owe a duty to any Lot Owner, or any party claiming through a Lot Owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the Owners thereof and their respective personal representatives, heirs, successors and assigns hereby waive any claim against Declarant, Duffy, the Board, the New Albany Country Club Communities Architectural Review Committee and the Ealy Crossing Association, and release Declarant, Duffy, the New Albany Country Club Communities Architectural Review Committee, the Board, and the Ealy Crossing Association from any liability arising from the failure to enforce any provisions of the Ealy Crossing Association Governing Documents.

ARTICLE XV

EFFECTIVE PERIOD; AMENDMENT

Section 1. Effective Period. The covenants and restrictions set forth herein shall run with and bind Ealy Crossing and each portion thereof for a period of forty (40) years, after which time the same shall be automatically extended for successive period of ten (10) years each, unless earlier terminated with the consent of members exercising not less than one hundred percent (100%) of the voting power of all members and the approval of all holders of first mortgage liens on all Lots.

Section 2. Amendments. Except as otherwise provided herein, this Declaration may be modified or amended as follows:

(a) Until the Turnover Date, Declarant may in its sole and absolute discretion unilaterally amend the provisions of this Declaration at any time and from time to time, without the consent of any other Owners or the Ealy Crossing Association. Any such amendment may impose covenants, conditions, restrictions and easements 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 any property in Ealy Crossing. Such an amendment shall not require the joinder or signature of the Ealy Crossing Association, other Owners, mortgagees, or any other Person.

(b) After the Turnover Date, Declarant may unilaterally amend the provisions of this Declaration, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision of this Declaration into compliance with any applicable governmental statute, rule, regulation or judicial order; (ii) necessary to enable any

any Lot unless the Owner or Owners have thereto consented to such amendment in writing. Such an amendment shall not require the joinder or signature of the Ealy Crossing Association, other Owners, mortgagees, or any other Person.

(c) Before or after the Turnover Date, 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 of this Declaration 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 Ealy Crossing. Such an amendment shall not require the joinder or signature of the Ealy Crossing 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.

(d) 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 its 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 Ealy Crossing Association is organized, or the obligation of each residential Lot to be a member of the Ealy Crossing Association.

(e) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignees of such right or privilege.

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

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Declarant's Rights to Complete Development. The Declarant, Duffy and builders approved by Declarant, shall have the unrestricted 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 the Declarant, Duffy or builders approved by the Declarant; (c) construct, maintain and operate model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant, Duffy, builders approved by the Declarant or the Ealy Crossing Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within Ealy Crossing. Further, Declarant, and its assignees shall have the right of ingress and egress through the streets, paths and walkways located in Ealy Crossing for

Declarant or require Declarant, Duffy, or builders approved by Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, or builders approved by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by Declarant, Duffy, or by builders approved by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property or Lot; or (ii) require Declarant, Duffy, or builders approved by Declarant to seek or obtain the approval of the Ealy Crossing Association or the New Albany Country Club Communities Architectural Review Committee for any such activity or Improvement on any Common Elements or any property owned by Declarant, Duffy or builders approved by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant, Duffy or builders approved by Declarant as elsewhere provided in this Declaration.

Section 2. Joint and Several Obligations. Each and every obligation of a Lot Owner hereunder shall be the joint and several obligation of each Lot Owner of a fee simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto or by one of such joint Owners, shall be deemed given, taken or received by all such joint Lot Owners.

Section 3. Severability. Invalidation of any one of the covenants, restrictions or other provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Mutuality. All restrictions, conditions and covenants contained in this Declaration are made for the direct, mutual, and reciprocal benefit of Declarant, Duffy, the Ealy Crossing Association, and the present and future Owners of Lots in Ealy Crossing, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions of this Declaration shall create mutual equitable servitudes upon the property submitted to this Declaration and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions of this Declaration 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 of this Declaration 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.

Section 5. Notices. Notices, demands or other communications to a Lot Owner shall be given in writing by personal delivery to the Lot Owner or posting 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 Lot Owner as shown by the records of the Ealy Crossing Association, or as otherwise designated in writing by the Lot Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Lot Owners of a Lot shall be deemed to be given, taken, or received by all such joint Lot Owners.

Section 6. 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. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and any attachments or exhibits hereto.

Section 7. Captions. The captions or headings of the parts of this Declaration are intended for convenience only and are not intended to be a part of the context of this Declaration, and do not in any way define, limit, or describe the scope or intent of any provision of this Declaration.

New Albany Communities (the Master Covenants) of record in Official Record Volume 16169, Page A01, et seq., all of the records of the Franklin County Recorder, as each have been or may be supplemented or amended from time to time. In the case of a conflict between any of the foregoing and the provisions of this Declaration, the most restrictive provision shall apply. In addition, the Owner or Owners of a Lot in Ealy Crossing are also subject to the Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Community Authority Covenants") of record in Official Record Volume 16999, Page C04, et seq., as the same has been amended from time to time, and to a community development charge levied or to be levied by The New Albany Community Authority pursuant to the provisions of the Community Authority Covenants.

IN TESTIMONY WHEREOF, Declarant and Duffy, who joins herein solely for the purpose of subjecting its property described in paragraph B of the Background section of this Declaration to the provisions hereof, have duly caused the execution of this Declaration on their respective behalves on or as of the date hereafter set forth.

EALY CROSSING, LLC,
an Ohio limited liability company
By Duffy Homes, Inc.,
an Ohio corporation, managing member

By Vince Kollar
Vince Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed this 8 day of August, 2007, by the President, Vince Kollar of Duffy Homes, Inc., an Ohio corporation, and the managing member of Ealy Crossing, LLC, an Ohio limited liability company, on behalf Duffy Homes, Inc., and as the act and deed of Ealy Crossing, LLC.



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

Kim Millington, Notary Public
Notary Public
Kim Millington, Notary Public
DUFFY HOMES, INC.,
an Ohio corporation

By Vince Kollar
Vince Kollar, President

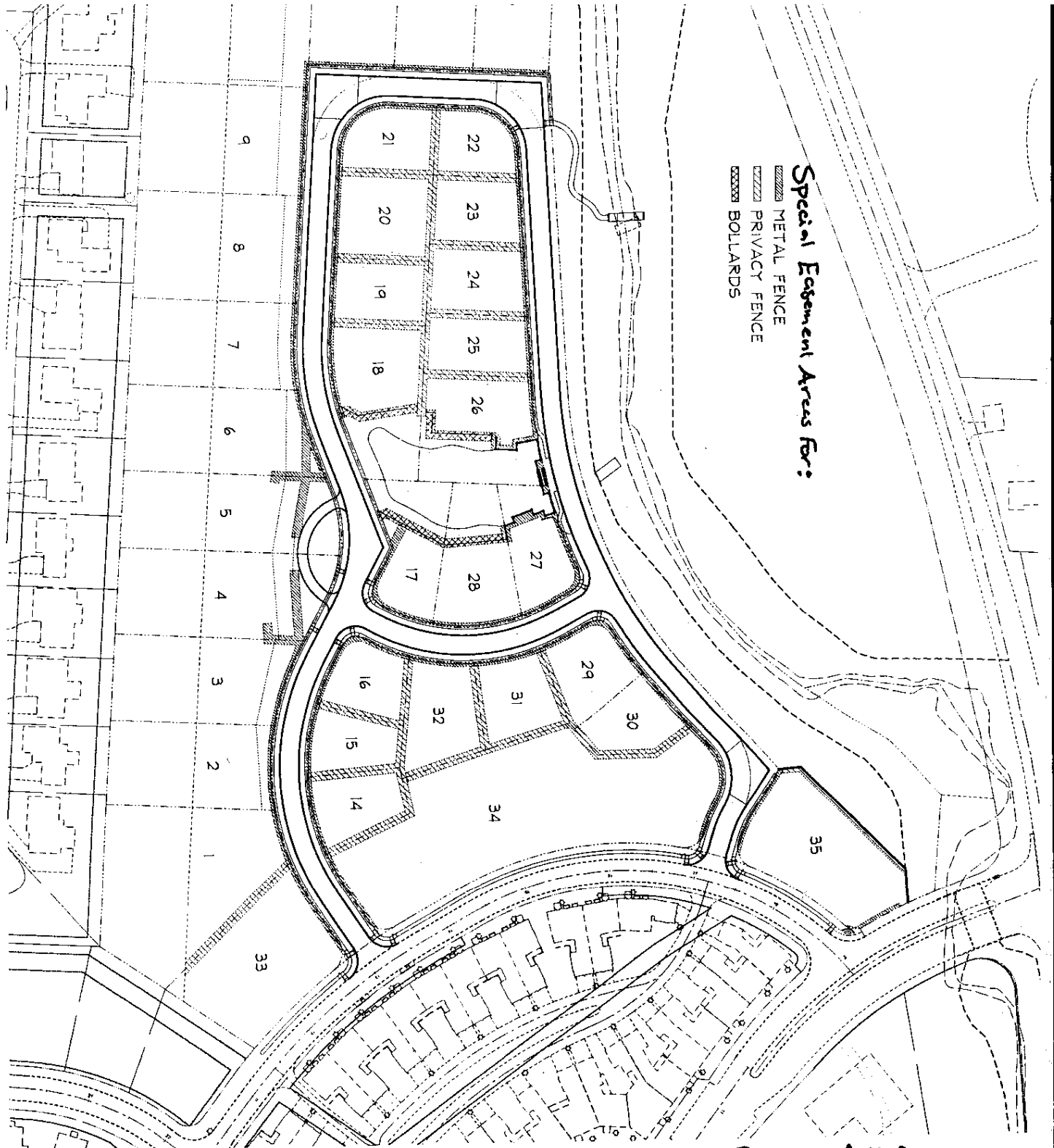
STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed this 8 day of August, 2007, by the President, Vince Kollar of Duffy Homes, Inc., an Ohio corporation, on behalf of and as the act and deed of Duffy Homes, Inc.



KIM MILLINGTON
Notary Public, State of Ohio
My Commission Expires 05-18-08

Kim Millington, Notary Public
Notary Public
Kim Millington, Notary Public



Special Easement Areas For:

- ▨ METAL FENCE
- ▩ PRIVACY FENCE
- ⋯ BOLLARDS

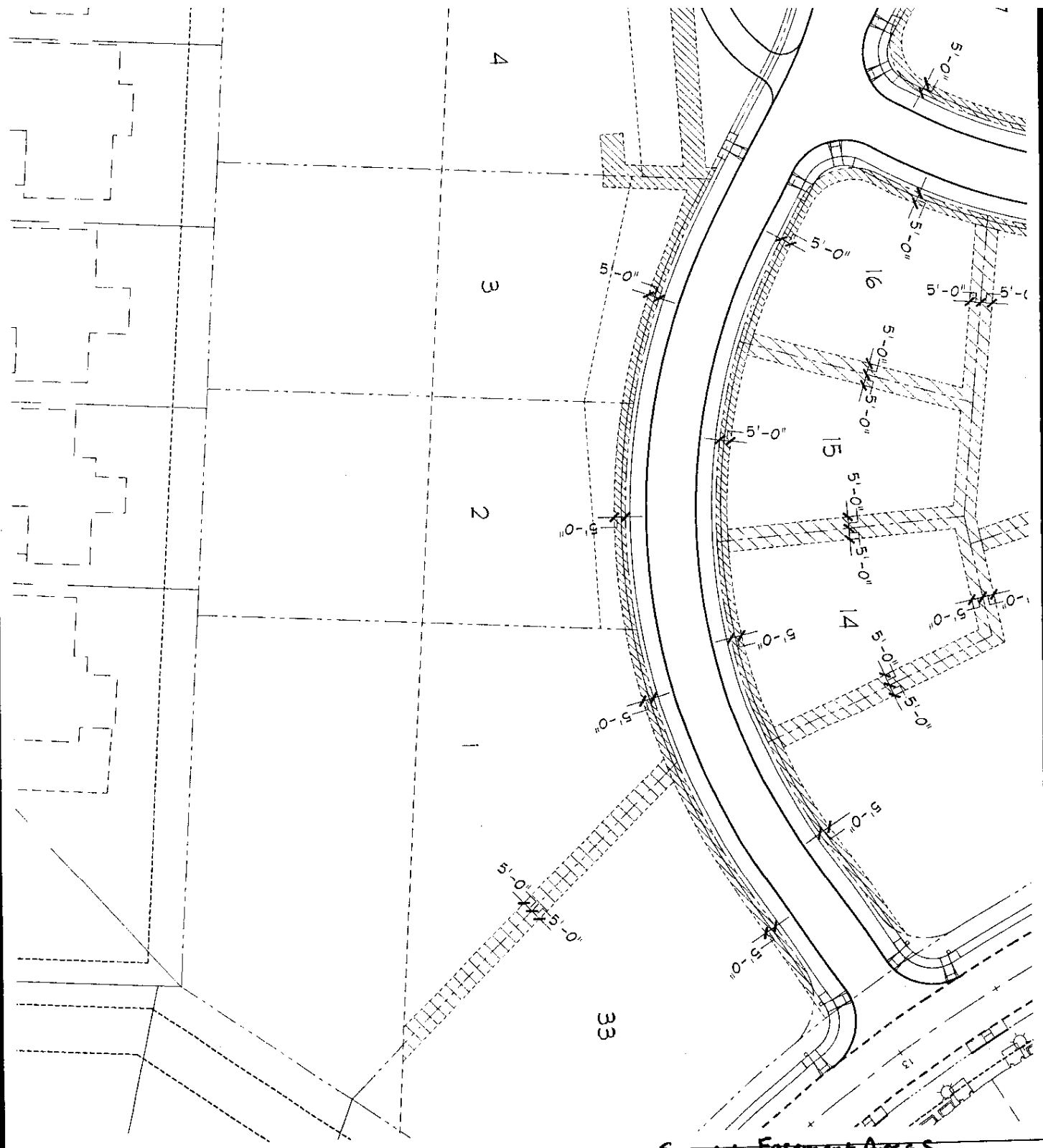
EALY CROSSING - OVERALL SITE PLAN

Scale: 1" = 160'

Special Easement Areas
FENCE MAINTENANCE EASEMENTS

1 of 10

16 JULY 2007

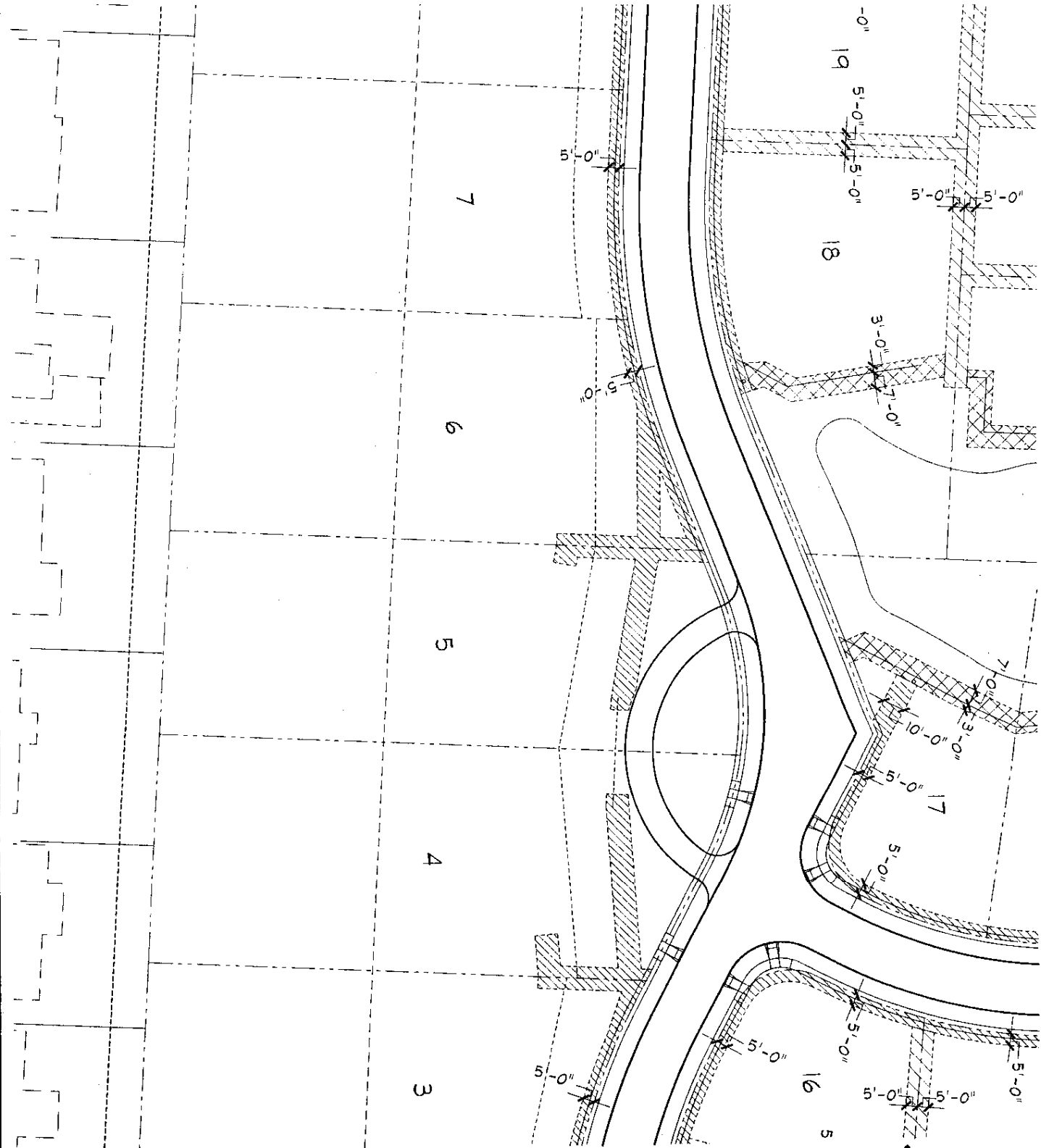


EALY CROSSING - LOTS 1-4
 Scale: 1" = 60'-0"

Special Easement Areas
FENCE MAINTENANCE EASEMENTS

2 of 10

16 JULY 2007



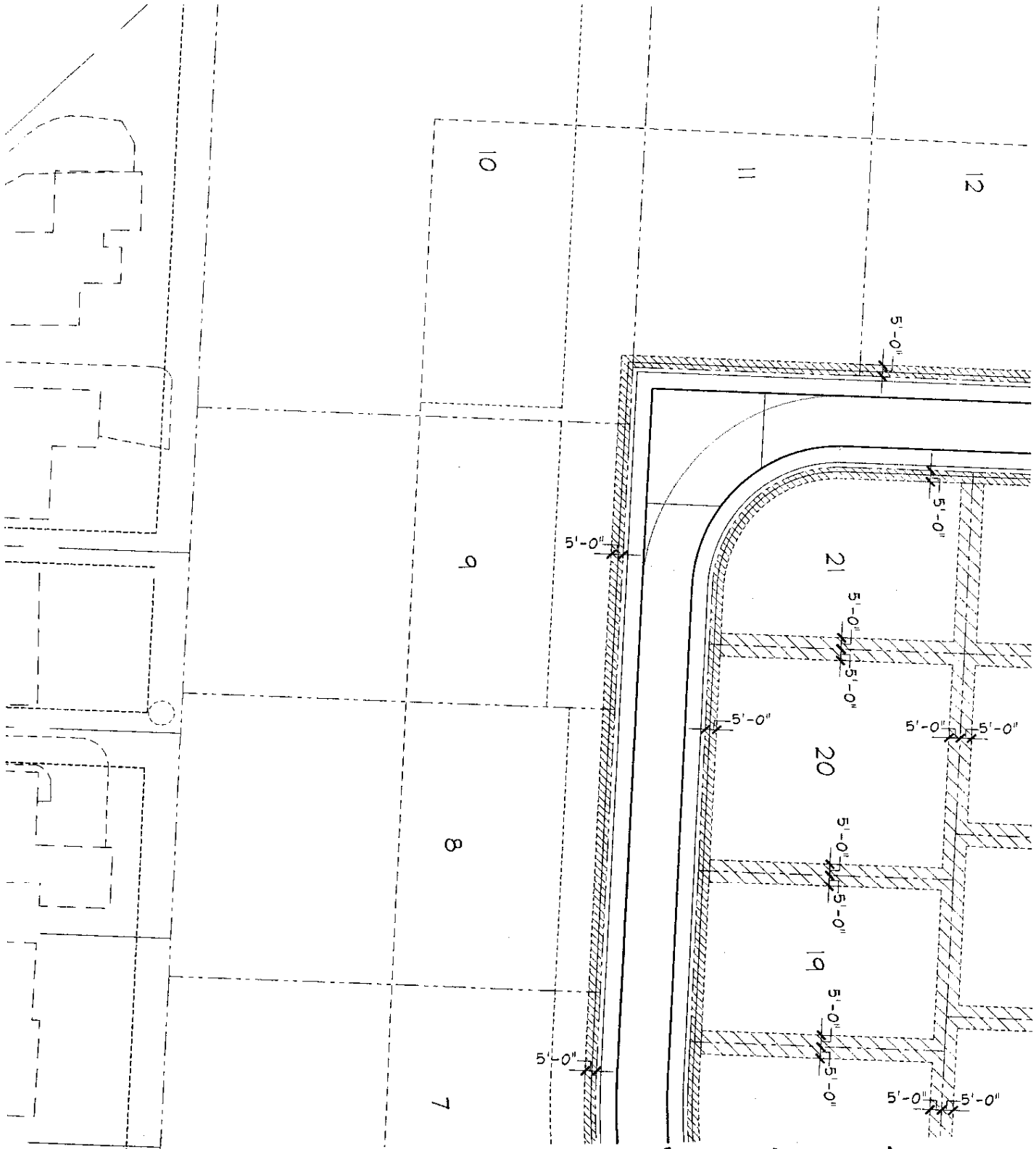
EALY CROSSING - LOTS 4-7

Scale: 1" = 60'-0"

Special Easement Areas
FENCE MAINTENANCE EASEMENTS

3 of 10

16 JULY 2007



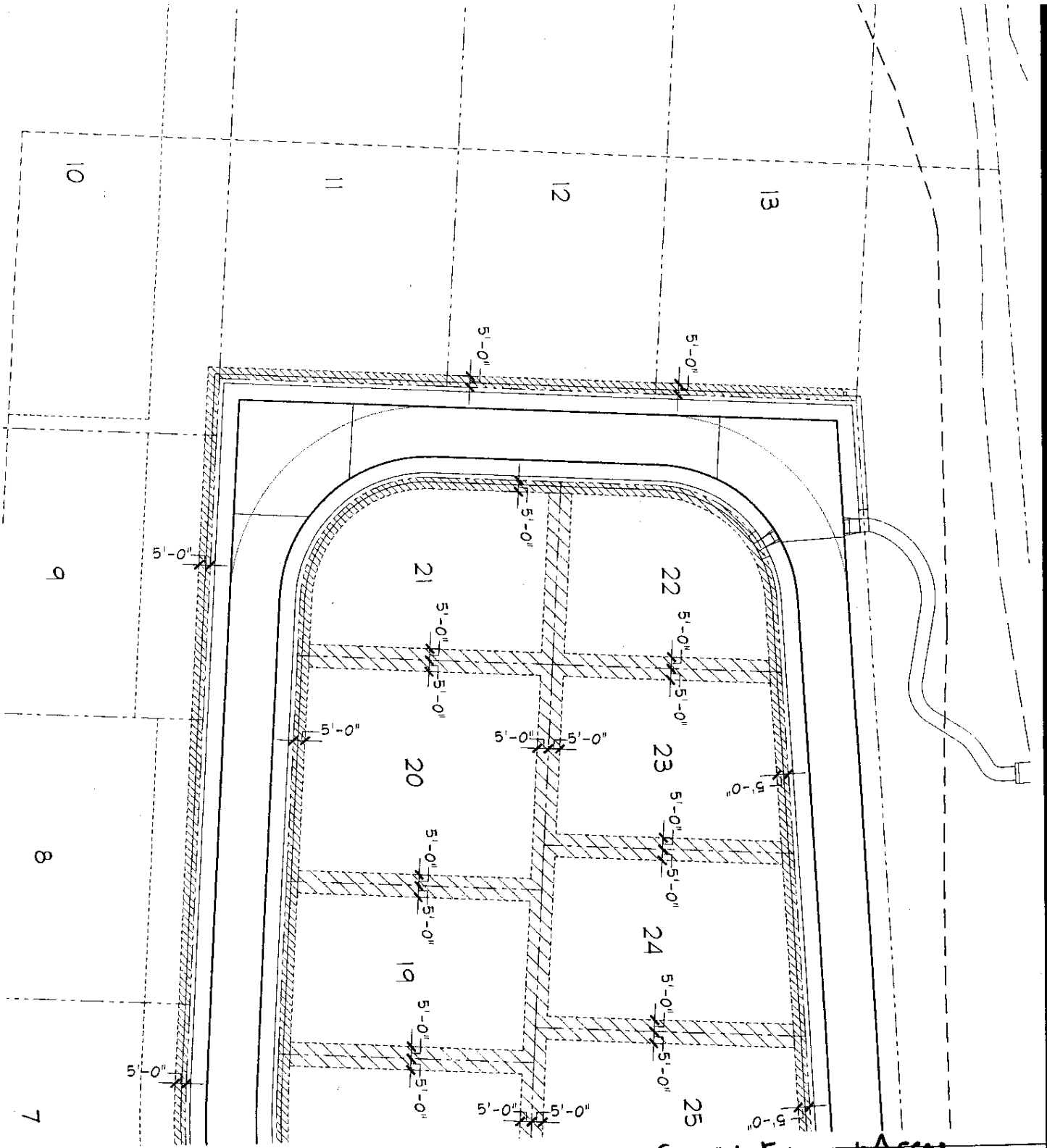
EALY CROSSING - LOTS 8-10

Scale: 1" = 60'-0"

**Special Easement Areas
FENCE MAINTENANCE EASEMENTS**

4 of 10

16 JULY 2007



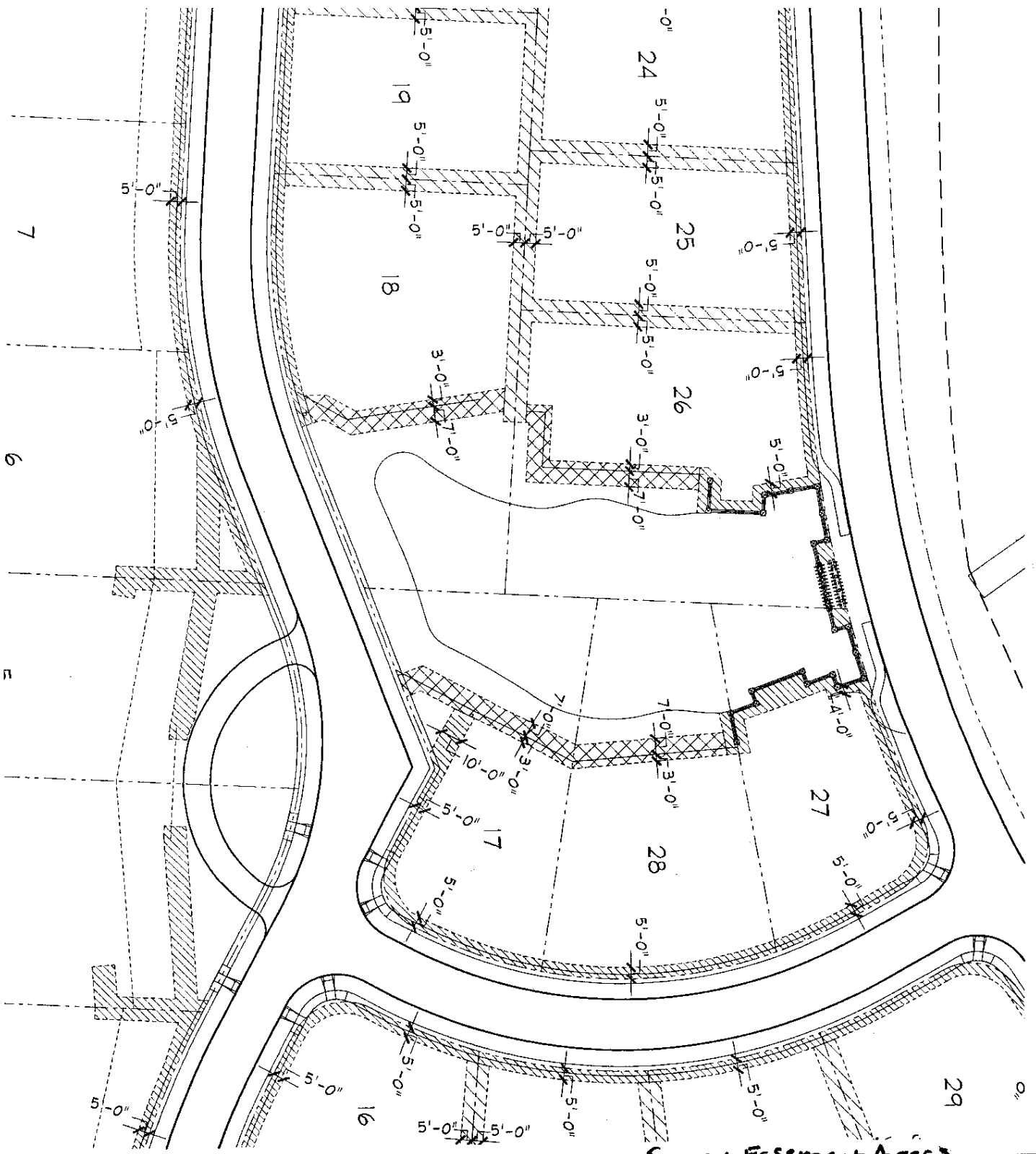
EALY CROSSING - LOTS 11-13, 19-24

Scale: 1" = 60'-0"

Special Easement Areas
FENCE MAINTENANCE EASEMENTS

5 of 10

16 JULY 2007



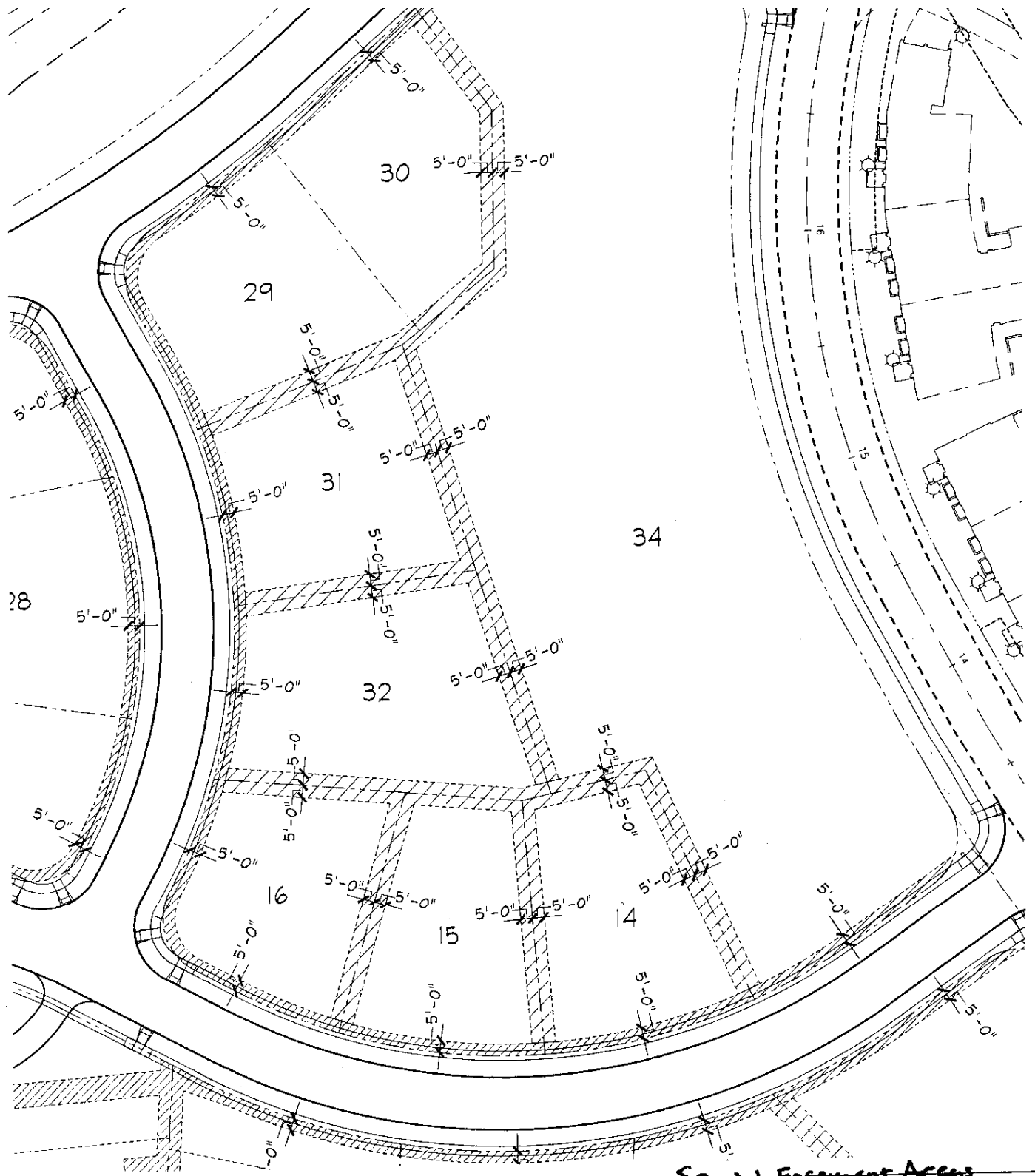
EALY CROSSING - LOTS 17, 25-28

Scale: 1" = 60'-0"

**Special Easement Areas
FENCE MAINTENANCE EASEMENTS**

6 of 10

16 JULY 2007



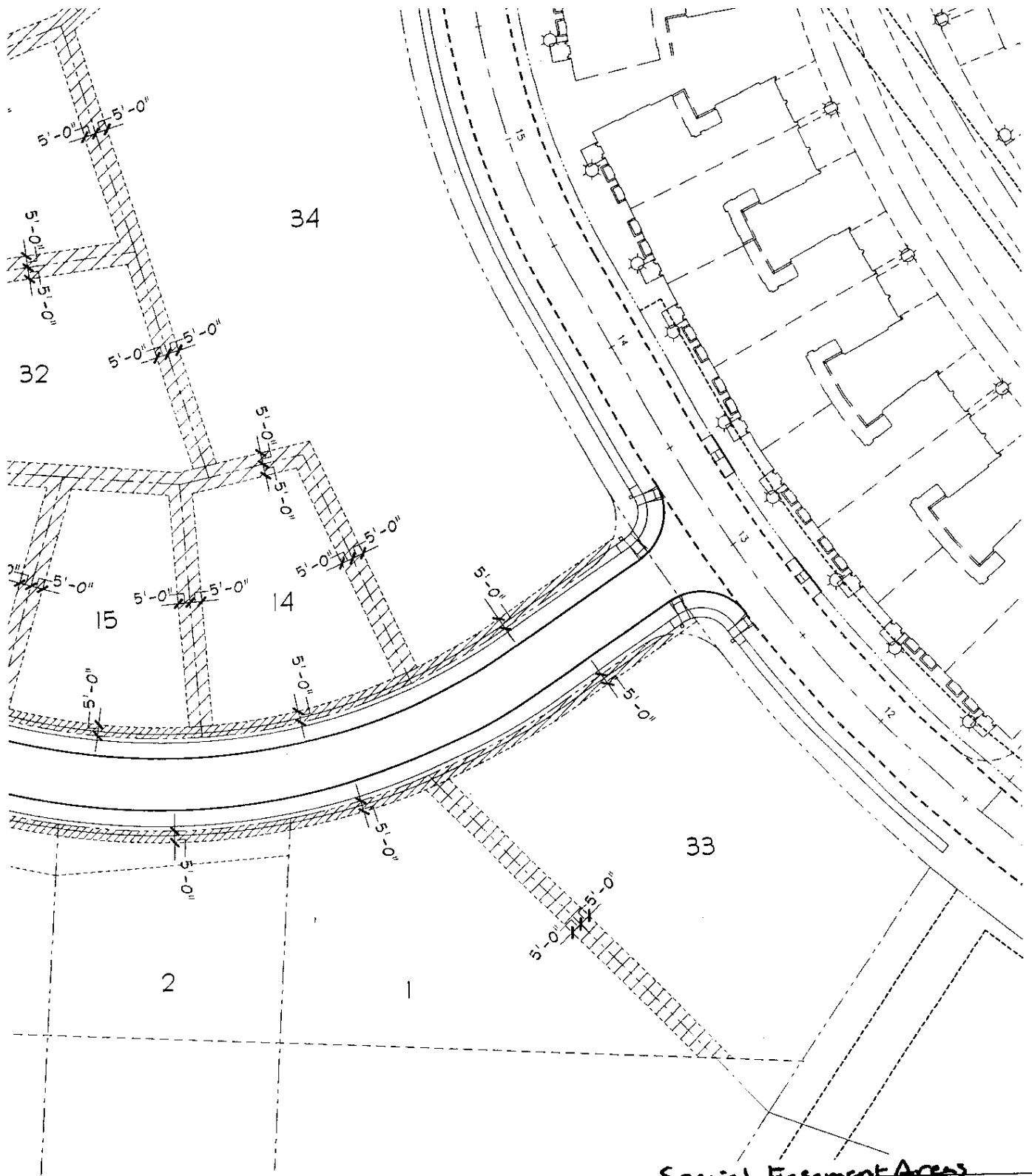
EALY CROSSING - LOTS 14-16, 29-32 .

Scale: 1" = 60'-0"

Special Easement Areas
FENCE MAINTENANCE EASEMENTS

7 of 10

16 JULY 2007



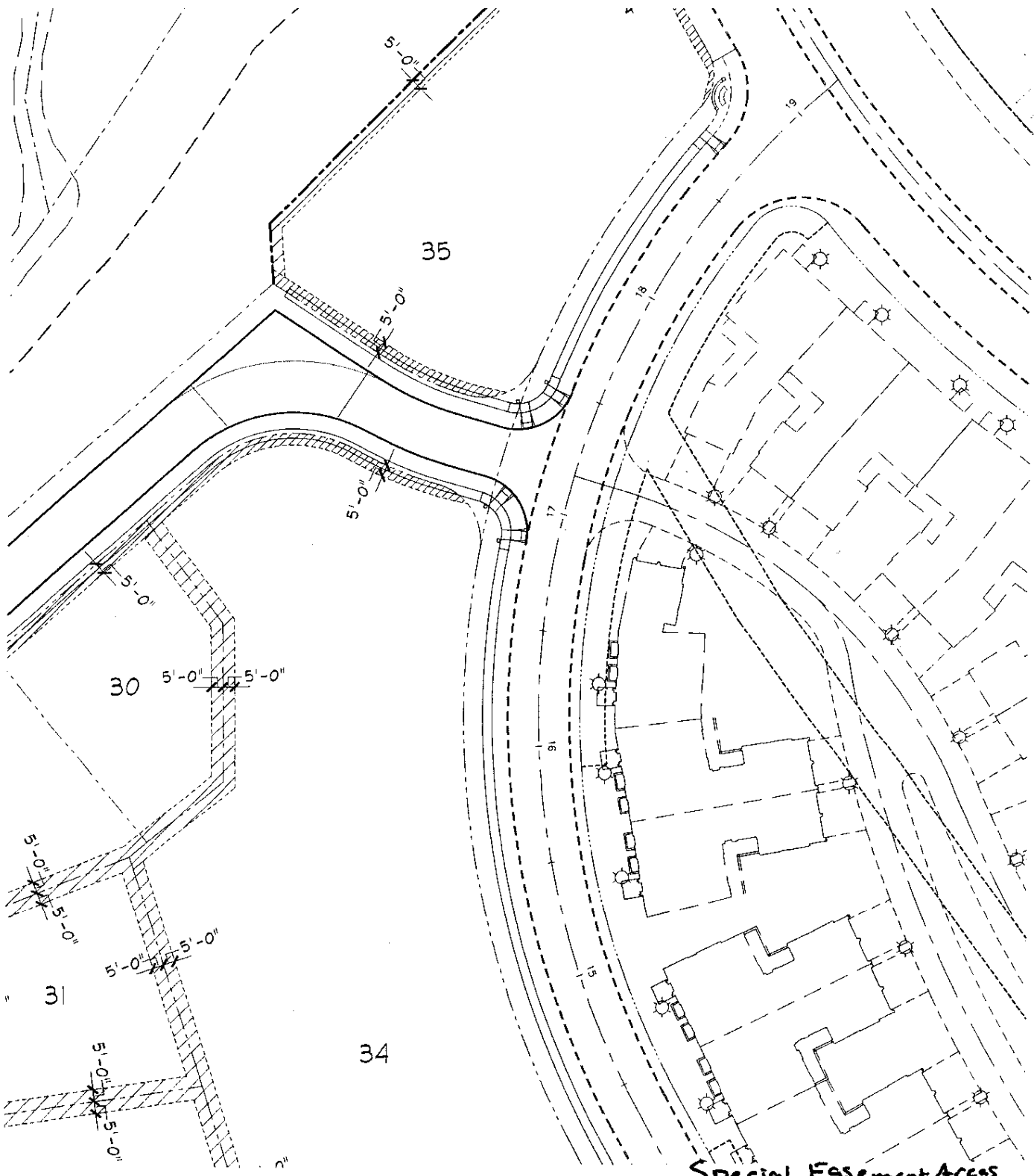
EALY CROSSING - LOTS 33-34

Scale: 1" = 60'-0"

Special Easement Areas
FENCE MAINTENANCE EASEMENTS

8 of 10

16 JULY 2007

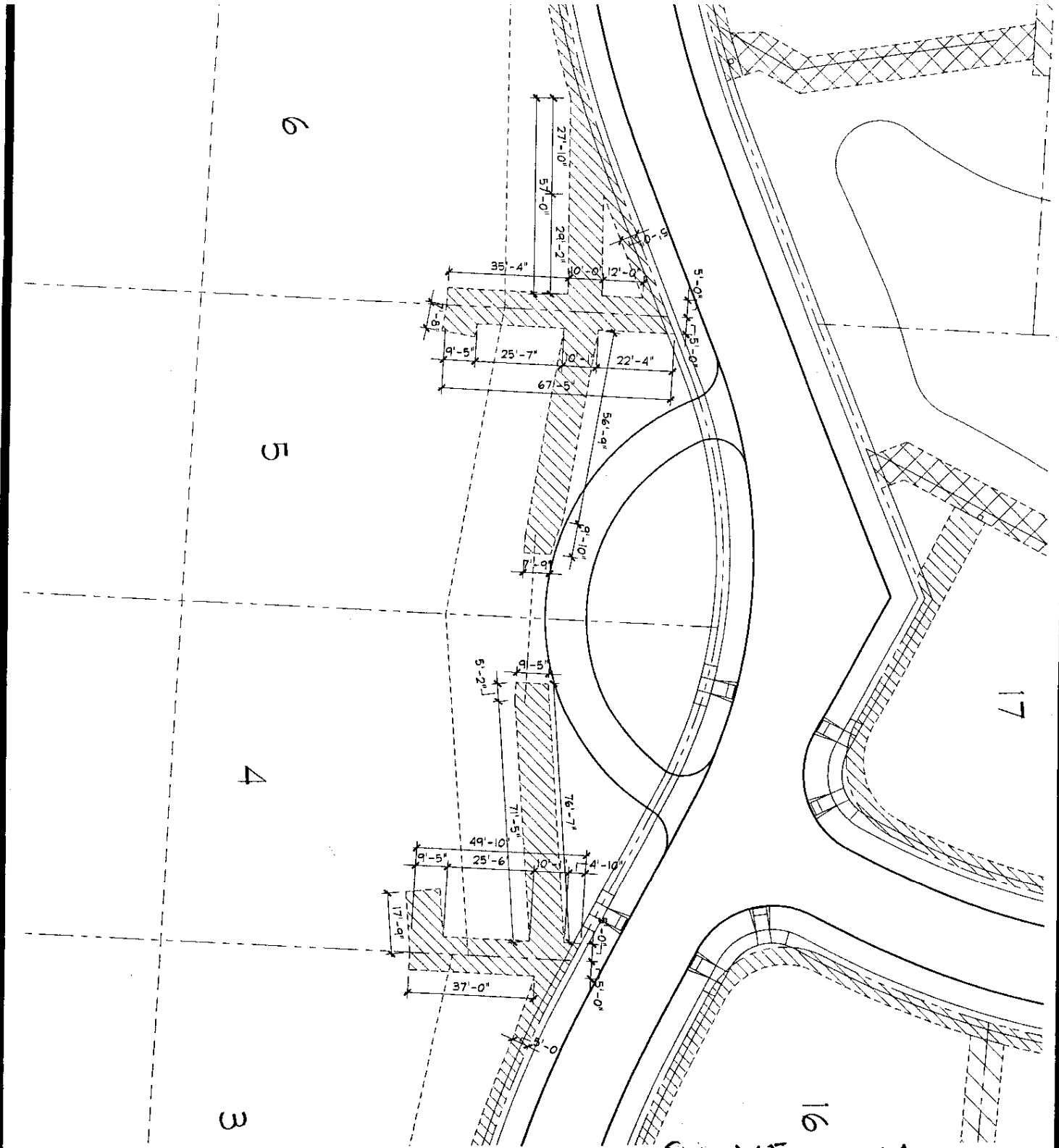


EALY CROSSING - LOTS 34-35
 Scale: 1" = 60'-0"

Special Easement Areas
FENCE MAINTENANCE EASEMENTS

9 of 10

16 JULY 2007



EALY CROSSING - LOTS 4-6 ENLARGEMENT

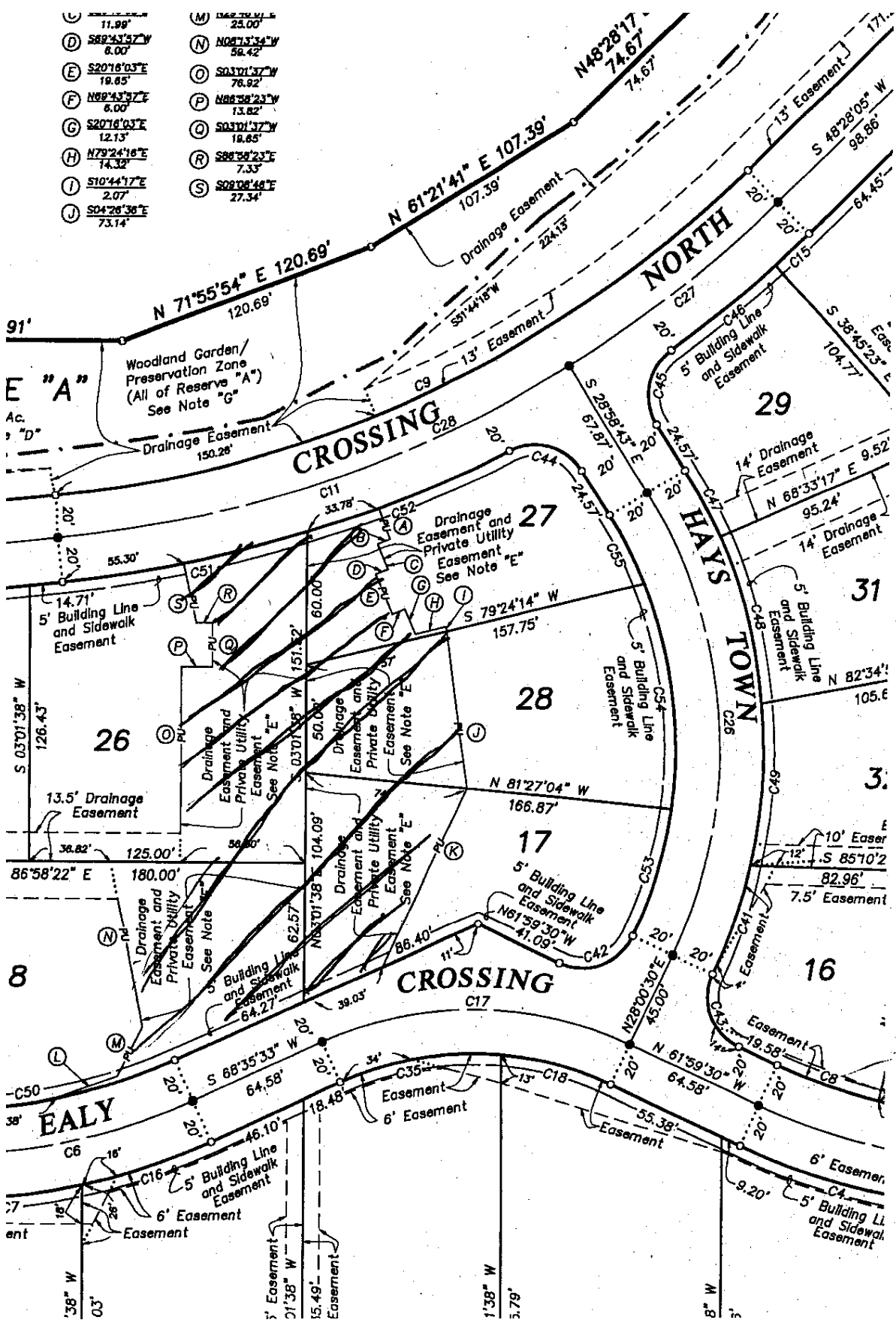
Scale: 1" = 40'-0"


FENCE MAINTENANCE EASEMENTS

10 of 10

16 JULY 2007

C	11.99'	M	042°29'11"E	23.00'
D	S89°43'57"W	N	N087°3'34"W	58.42'
E	S20°16'03"E	O	S03°11'37"W	76.92'
F	N69°43'37"E	P	N88°58'23"W	13.82'
G	S20°16'03"E	Q	S03°11'37"W	18.85'
H	N79°24'16"E	R	S86°54'23"E	7.33'
I	S10°44'17"E	S	S08°08'48"E	27.34'
J	S04°26'36"E			
	73.14'			



 - Special Easement Area for Ponds



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 Robert G. Montgomery
 Franklin County Recorder

TRANSFER
 NOT NECESSARY

JUN 04 2010

CLARENCE E. MINGO II
 AUDITOR
 FRANKLIN COUNTY, OHIO

**FIRST SUPPLEMENT
 TO
 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS
 AND ASSESSMENTS LIENS
 FOR
 EALY CROSSING**

This is the first supplement to the Declaration of Covenants, Easements, Restrictions and Assessment Liens for Ealy Crossing made on or as of this 2 day of June 2010.

BACKGROUND

A. A plan of covenants, easements, restrictions, and assessment liens for Ealy Crossing, a subdivision of residential lots in the State of Ohio, County of Franklin, and Village of New Albany was created by a declaration thereof (the "Declaration") recorded as Instrument No. 200708080139526, records of the Recorder of Franklin County, Ohio.

B. Pursuant to the provisions of Section 2 of Article II of the Declaration, the Declarant, Ealy Crossing, LLC, reserved the right to add additional parcels of real property to Ealy Crossing, called the "Additional Property" in the Declaration, and to subject the Additional Property to the provisions of the Declaration and such supplementary additions to and modifications of the Declaration as may be necessary to reflect the different character, if any, of the property added, as are not inconsistent with the overall scheme of the Declaration.

C. The Declarant is the owner and developer of the Additional Property, as hereinafter described, which has been platted and subdivided into Lots. The Declarant desires by this instrument to subject the Additional Property to the provisions of the Declaration and the supplementary additions to the Declaration, hereinafter described.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS

NOW THEREFORE, the Declarant hereby declares that the following described real estate:

Situated in the State of Ohio, County of Franklin, and Village of New Albany, and being Lots Numbered Thirty-six (36) through Forty-eight (48), inclusive, of the Resubdivision of Lots 33, 34, and 35 of New Albany Country Club Section 22, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 113, Page 36 (Instrument No. 201005190061663), records of the Recorder of Franklin County, Ohio,

all of which is owned by the Declarant and all of which is part of the Additional Property described in the Declaration, shall be held, sold, conveyed and occupied subject to all of the covenants, easements, restrictions and assessment liens set forth in the Declaration and the additions to the Declaration hereinafter described, which shall run with the title to the Additional Property added hereby, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns; Ealy Crossing Homeowners' Association, Inc., its successor and assigns; each Member of Ealy Crossing Homeowners' Association, Inc.; the respective personal representatives, heirs, successors, and assigns of each Member of Ealy Crossing Homeowners'; Association, Inc.; and New Albany Country Club Communities Architectural Review Committee, its successors and assigns.

For the purposes set forth herein the Declaration is incorporated herein by this reference, and by reason hereof all of the Additional Property added hereby has for all purposes become part of Ealy Crossing, as defined in the Declaration.

Upon the filing of this amendment, the owner or owners of the property added hereby, and their respective successors and assigns, shall become Members of the Ealy Crossing Homeowners' Association, Inc. (the "Association"), to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Members of the Association.

In addition to the covenants, easements, restrictions and assessment liens set forth in the Declaration, the Additional Property added hereby shall also be held, sold, conveyed and occupied subject to the following easement. Each Owner of a Lot a part of the Additional Property added hereby shall have a right of entry and access to, over, upon and through the yard areas of each contiguous Lot, for the sole purpose of enabling the Owner to perform obligations, rights, and duties pursuant to the Declaration with respect to the maintenance, repair, and restoration of the Owner's Lot, including any structures or other improvements thereon. In the event of an emergency, the Owner's right of entry to adjacent Lots may be exercised without notice; otherwise, the Owner shall give the Owners or Occupants of the adjacent Lot no less than twenty-four hours advance notice prior to entering the adjacent Owner's Lot. An Owner exercising this right of entry shall be responsible for restoring contiguous Lots to the condition in which they were found at the entering Owner's sole cost and expense.

Attached hereto as Exhibit A is a site plan of a portion of Ealy Crossing upon which certain areas have been "cross-hatched" and identified as Special Easement Areas. Declarant hereby grants to the Association, a perpetual non-exclusive easement in, over, across, under and through the Special Easement Areas for purposes of constructing, installing, repairing, maintaining and replacing fencing within the Special Easement Areas, together with the right to enter the Special Easement Areas to perform the same. The fences and improvements located within the Special Easement Areas shall be maintained and repaired by the Association. Notwithstanding the foregoing, the Association may, at the option of its Board of Directors, without the approval of the Association's Members, and upon acceptance by the New Albany Communities Master Association, Inc. or the New Albany Country Club Association, Inc., elect at any time to assign this easement, and the associated repair and maintenance responsibilities, as described in this paragraph, to either the New Albany Communities Master Association, Inc. or the New Albany Country Club Association, Inc. Any such assignment shall be in writing and shall be recorded in the records of the Recorder of Franklin County, Ohio.

IN TESTIMONY WHEREOF, this First Supplement to the Declaration for Ealy Crossing has been duly signed, acknowledged and delivered by the Declarant, Ealy Crossing, LLC, on or as of this 2 day of June 2010.

DECLARANT

EALY CROSSING, LLC,
an Ohio limited liability company

By: Vincent J. Kollar
Vincent J. Kollar, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed and acknowledged before me on the 2 day of June 2010, by Vincent J. Kollar, President of Ealy Crossing, LLC, an Ohio limited liability company, on behalf of said limited liability company.



Kim Millington
Notary Public, State of Ohio
My Commission Expires 06-18-2013

Kim Millington
Notary Public

This instrument prepared by Steven C. Leidinger, Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

P & L SYSTEMS, INC.
SURVEYORS & ENGINEERS
171 CHARRING CROSS DRIVE
WESTERVILLE, OHIO 43081

SPECIAL EASEMENT AREAS
FENCE MAINTENANCE EASEMENTS
FOR
EALY CROSSING LOTS 36-48

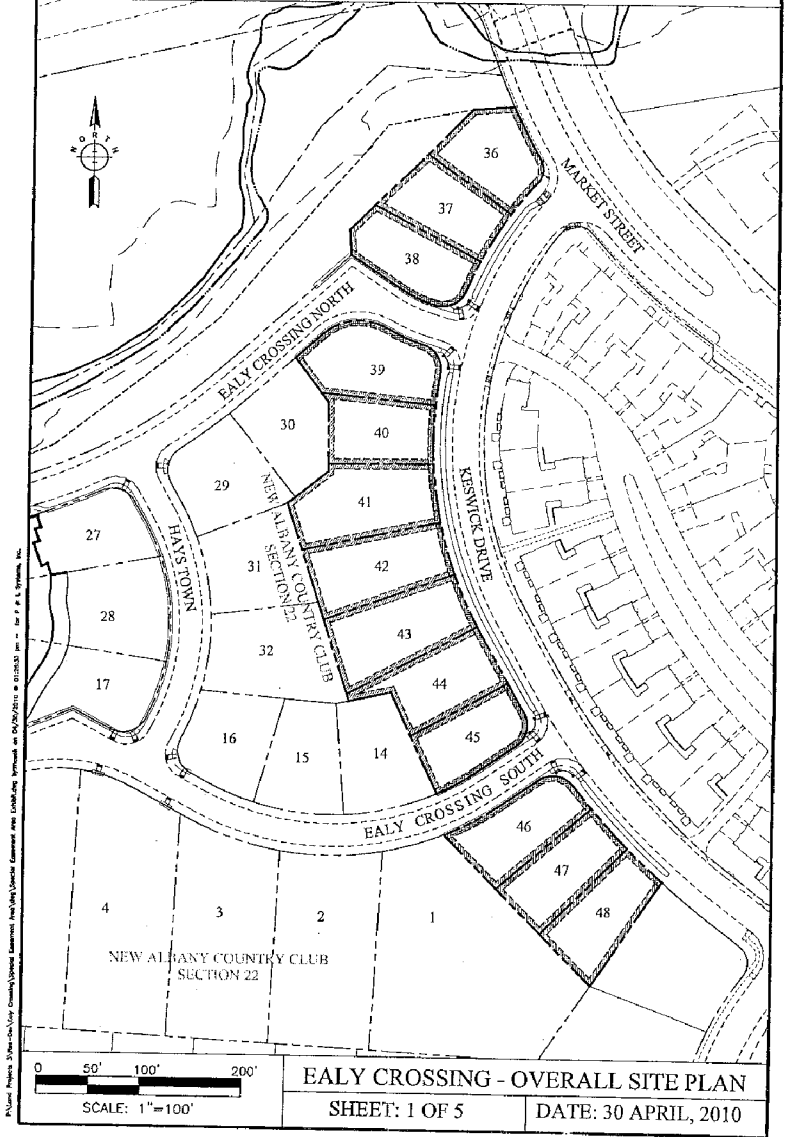
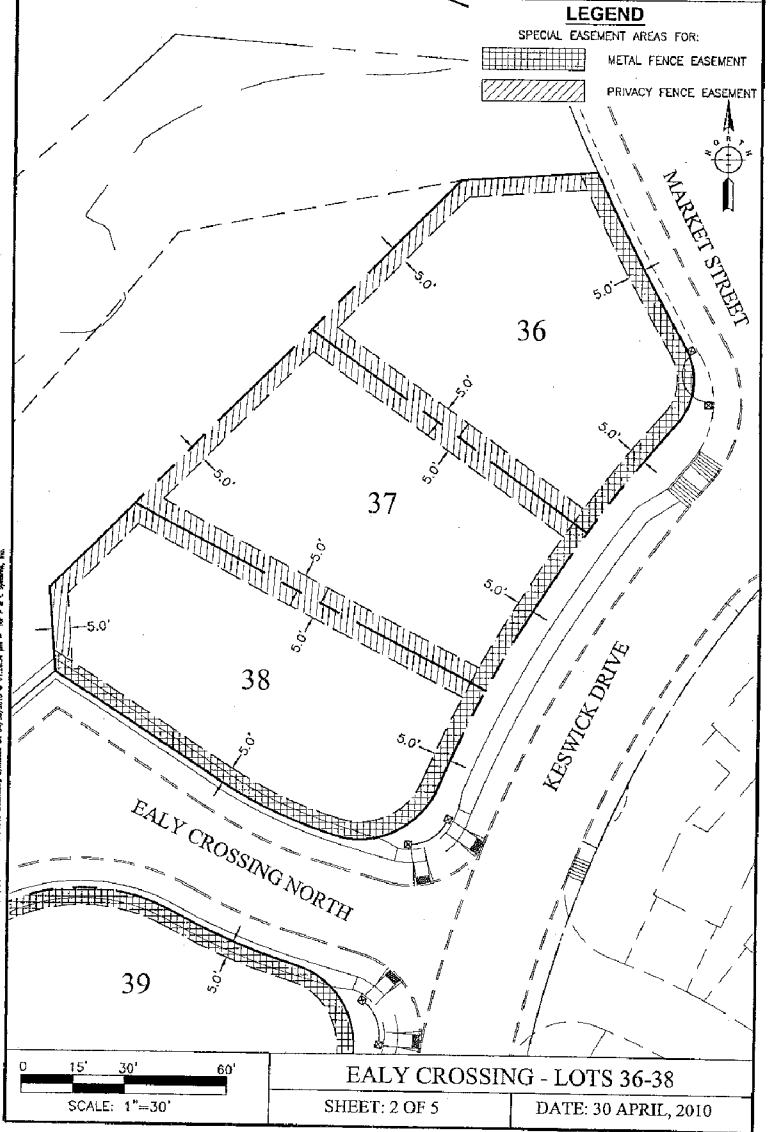


Exhibit A

P & L SYSTEMS, INC.
SURVEYORS & ENGINEERS
171 CHARRING CROSS DRIVE
WESTERVILLE, OHIO 43081

**SPECIAL EASEMENT AREAS
FENCE MAINTENANCE EASEMENTS
FOR
EALY CROSSING LOTS 36-48**



P:\Users\perry\My Documents\Special Easement - Ealy Crossing\Special Easement Area Callouts Formatted as 6/7/2010 8:11:24 AM - see p. 4 & 5, Easement, etc.

Exhibit A

P & L SYSTEMS, INC.
SURVEYORS & ENGINEERS
171 CHARRING CROSS DRIVE
WESTERVILLE, OHIO 43081

**SPECIAL EASEMENT AREAS
FENCE MAINTENANCE EASEMENTS
FOR
EALY CROSSING LOTS 36-48**

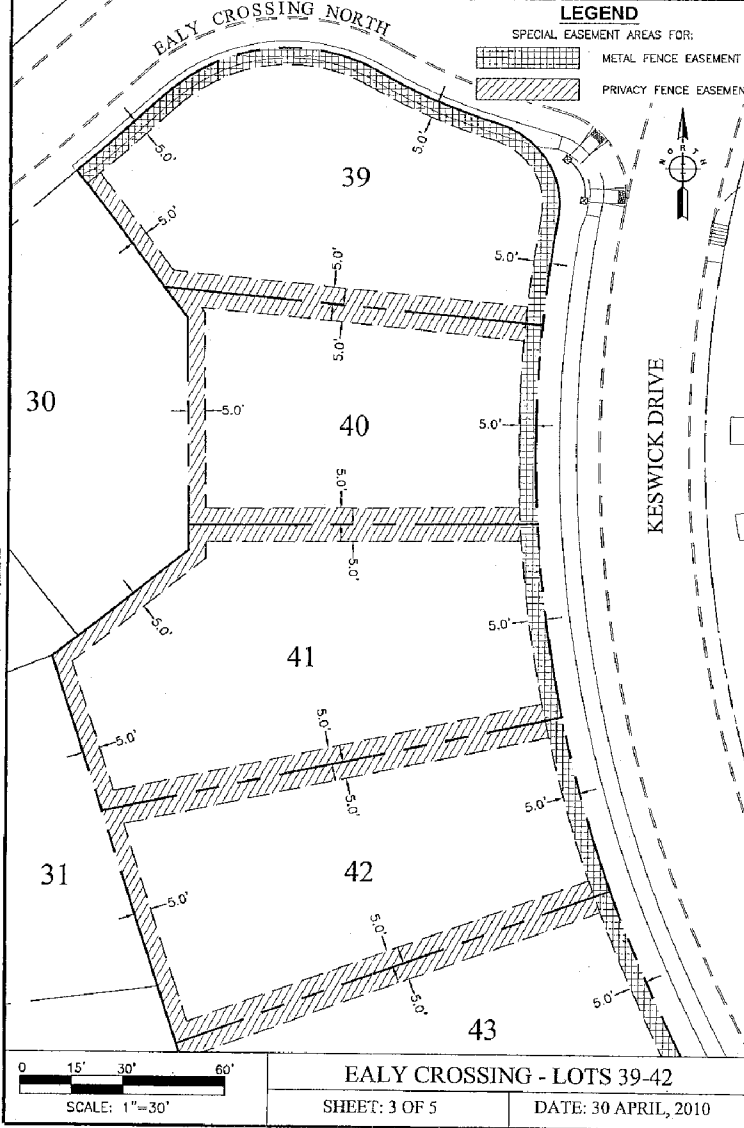
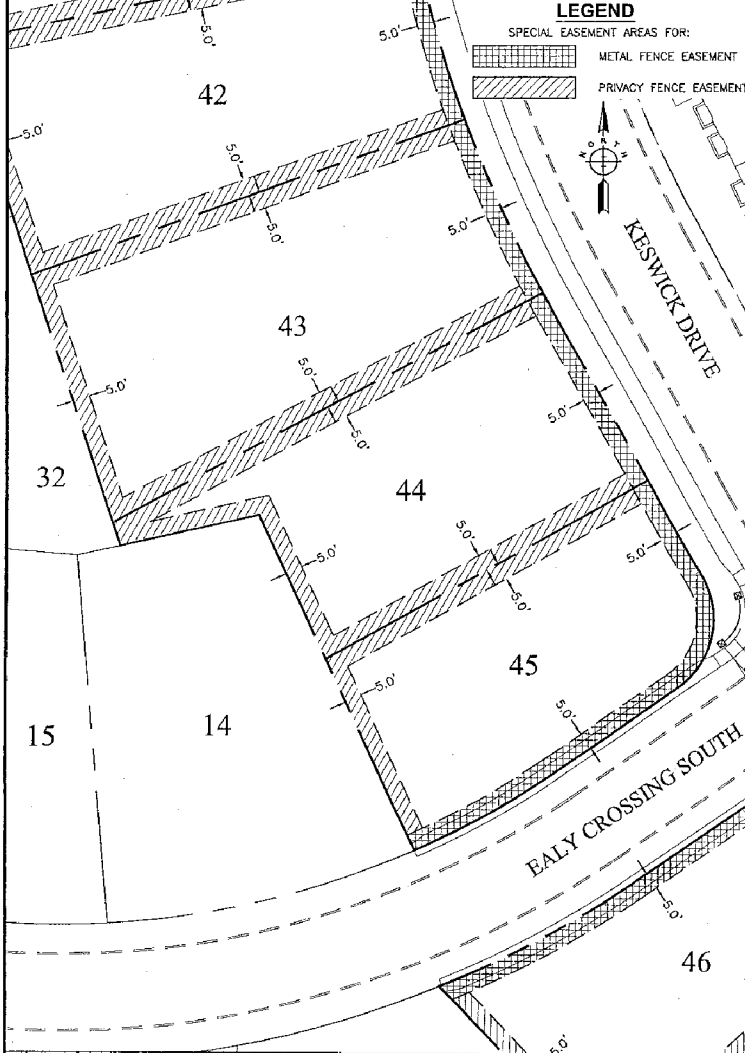


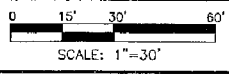
Exhibit A

P & L SYSTEMS, INC.
SURVEYORS & ENGINEERS
171 CHARRING CROSS DRIVE
WESTERVILLE, OHIO 43081

**SPECIAL EASEMENT AREAS
FENCE MAINTENANCE EASEMENTS
FOR
EALY CROSSING LOTS 36-48**



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EALY CROSSING - LOTS 43-45
SHEET: 4 OF 5
DATE: 30 APRIL, 2010



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02/15/2011 3:27PM BXLOVELAND
Daphne Hawk
Franklin County Recorder

**CODE OF REGULATIONS (BYLAWS)
OF
EALY CROSSING HOMEOWNERS' ASSOCIATION, INC.
(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF
CHAPTER 5312 OF THE OHIO REVISED CODE)**

BACKGROUND

A. A plan of covenants, easements, restrictions, and assessment liens for Ealy Crossing, a subdivision of residential lots in the State of Ohio, County of Franklin, and Village of New Albany, was created by the filing and recording of the declaration thereof (the *Cross-reference* "Declaration") recorded as Instrument No. 200708080139526, records of the Office of the Recorder of Franklin County, Ohio, as the same has been amended and supplemented to date.

B. Pursuant to the provisions of the Declaration and the filing, on or about August 22, 2007, of articles of incorporation with the Ohio Secretary of State, Ealy Crossing Homeowners' Association, Inc. (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in Ealy Crossing for the benefit of the owners of lots in Ealy Crossing and for administering and enforcing the terms and conditions of the Declaration. Each owner of a lot in Ealy Crossing is a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

C. Pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, the Association duly adopted a Code of Regulations of Ealy Crossing Homeowners' Association, Inc. (the "Code of Regulations"), a copy of which is attached hereto, marked "Exhibit A" and hereby made a part hereof.

D. On September 10, 2010, Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") became effective.

E. Pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act, the board of directors of the owners association of any planned community that is in existence on September 10, 2010, the original effective date of the Planned Community Act (the "Effective Date"), shall file and record the bylaws of that planned community that were in effect on the Effective Date in the office of the recorder of the county or counties in which the planned community is located within one hundred eighty (180) days after that Effective Date.

F. The Association's Board of Directors (the "Board") has acknowledged that Ealy Crossing is a "planned community," that the Association is an "owners association" and that the attached Code of Regulations are the "bylaws" of the Association that were in effect on the Effective Date, as each those terms have been defined and are to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

CERTIFICATION

NOW THEREFORE, the Board hereby certifies that the Association's Code of Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act; that the Code of Regulations was in effect on September 10, 2010, the original Effective Date of the Planned Community Act; and that the Code of Regulations is being filed and recorded with the Recorder's Office of Franklin County, Ohio, within one hundred eighty (180) days after said Effective Date in accordance with the provisions of Section 5312.02(D)(1) of the Planned Community Act.

IN TESTIMONY WHEREOF, the Board of Directors of Ealy Crossing Homeowners' Association, Inc., acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 4th day of January, 2011.

**BOARD OF DIRECTORS OF
EALY CROSSING HOMEOWNERS'
ASSOCIATION, INC.,**

an Ohio corporation not-for-profit

By William G. Ebing, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by William G. Ebing, the President of Ealy Crossing Homeowners' Association, Inc., an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 4th day of January, 2011.



Lisa J. Dinger
LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12/31/11

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

**CODE OF REGULATIONS (BYLAWS)
OF
EALY CROSSING HOMEOWNERS' ASSOCIATION, INC.**

**(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF
CHAPTER 5312 OF THE OHIO REVISED CODE)**

BACKGROUND

Cross-reference A. A plan of covenants, easements, restrictions, and assessment liens for Ealy Crossing, a subdivision of residential lots in the State of Ohio, County of Franklin, and Village of New Albany, was created by the filing and recording of the declaration thereof (the "Declaration") recorded as Instrument No. 200708080139526, records of the Office of the Recorder of Franklin County, Ohio, as the same has been amended and supplemented to date.

B. Pursuant to the provisions of the Declaration and the filing, on or about August 22, 2007, of articles of incorporation with the Ohio Secretary of State, Ealy Crossing Homeowners' Association, Inc. (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in Ealy Crossing for the benefit of the owners of lots in Ealy Crossing and for administering and enforcing the terms and conditions of the Declaration. Each owner of a lot in Ealy Crossing is a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

C. Pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, the Association duly adopted a Code of Regulations of Ealy Crossing Homeowners' Association, Inc. (the "Code of Regulations"), a copy of which is attached hereto, marked "Exhibit A" and hereby made a part hereof.

D. On September 10, 2010, Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") became effective.

E. Pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act, the board of directors of the owners association of any planned community that is in existence on September 10, 2010, the original effective date of the Planned Community Act (the "Effective Date"), shall file and record the bylaws of that planned community that were in effect on the Effective Date in the office of the recorder of the county or counties in which the planned community is located within one hundred eighty (180) days after that Effective Date.

F. The Association's Board of Directors (the "Board") has acknowledged that Ealy Crossing is a "planned community," that the Association is an "owners association" and that the attached Code of Regulations are the "bylaws" of the Association that were in effect on the Effective Date, as each those terms have been defined and are to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act; that the Code of Regulations was in effect on September 10, 2010, the original Effective Date of the Planned Community Act; and that the Code of Regulations is being filed and recorded with the Recorder's Office of Franklin County, Ohio, within one hundred eighty (180) days after said Effective Date in accordance with the provisions of Section 5312.02(D)(1) of the Planned Community Act.

IN TESTIMONY WHEREOF, the Board of Directors of Ealy Crossing Homeowners' Association, Inc., acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 26 day of January, 2011.

**BOARD OF DIRECTORS OF
EALY CROSSING HOMEOWNERS'
ASSOCIATION, INC.,**

an Ohio corporation not-for-profit

By William G. Ebbing, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by William G. Ebbing, the President of Ealy Crossing Homeowners' Association, Inc., an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 26 day of January, 2011.



Lisa J. Dinger
LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12/31/11

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

EALY CROSSING HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Section 1.01. The name of this Ohio nonprofit corporation shall be Ealy Crossing Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are as set forth in the Articles of Incorporation for Ealy Crossing Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as the homeowners' association for the Ealy Crossing community (hereinafter the "Development").

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Every person or entity who is a record owner of a fee or undivided fee simple interest in a residential lot that has been subjected to the provisions of the Declaration of Covenants, Easements, Restrictions and Assessment Liens for Ealy Crossing (hereinafter the "Declaration"), of record as Instrument No. 200708080139526, records of the Recorder of Franklin County, Ohio, and any amendments thereto, except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a member of the Association. However, although each owner is a member of the Association, there shall only be one membership per lot, and in the event the fee simple interest in a lot is held by more than one person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants in common, with respect to that lot. Such membership is appurtenant to and inseparable from such interests. "Owner", as used herein, as well as in the Declaration, means and includes the record owner of a fee simple interest in a lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the "owner." Status as a member of the Association shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation and the giving of a security

Section 2.02. Except as provided herein, on any question for which the vote of members is permitted or required, the owner or owners of each lot in the Development shall be entitled to exercise one vote for each such lot that he or she or they own. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Notwithstanding anything herein to the contrary, Ealy Crossing, LLC, an Ohio limited liability company and the developer of the Development (hereinafter, the "Developer"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the members of the Association on each matter properly submitted to the members for their vote, consent, waiver, release or action until such time as the Developer relinquishes the voting right, which relinquishment shall take place at the earlier of such time as (a) a dwelling has been constructed on each lot and each lot has been sold and conveyed by the Developer and Duffy Homes, Inc., an Ohio corporation, and/or their respective successors and assigns to unrelated residential home purchasers in good faith and for value and (b) Developer, in its sole discretion, elects to turn over control of the Association to its members. At such time as Developer relinquishes the voting right, each lot shall be entitled to one vote on each matter properly submitted to the members for their vote, consent, waiver, release or other action. In addition to the indemnification provided in the Articles of Incorporation, Developer, including Directors appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each member when due without regard to the right of a member to vote.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot. If only one such person attends a meeting, votes or executes a consent then that person may act for all.

Section 2.04. A corporation which is a member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a member of

and delivered to the Secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the members or otherwise, any member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Developer, an annual meeting of the voting members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors" or the "Board"), or on such other date within one month thereafter as may be designated by the Board from time to time. No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association.

Section 3.02. Special meetings of the members may be called by the President, by a majority of the Directors acting with or without a meeting, or, following the relinquishment of control of the Association by the Developer, by members entitled to exercise not less than ten percent (10%) of the total voting power of the members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting it shall be the duty of the President or Secretary to give notice to the members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5)

investigations beyond its records to ascertain the identity or the address of any member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a member home after notice has been given and prior to the holding of the meeting, it shall not be necessary to service notice on the transferee. The Board of Directors may set a record date for the determination of the members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing either before or after the holding of the meeting by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that member of notice of the meeting.

Section 3.06. A quorum for any meeting of members shall be that number of members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all members present, in person or by proxy, provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of members shall be determined by the presiding officer, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of members of the Board of Directors the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those members entitled to exercise not less than a majority of the voting power of the members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of

Section 3.09. Any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting in a writing or writings signed by members exercising a majority of the voting power of all members of such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation and this Code of Regulations (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for members of the Board of Directors appointed by the Developer, members of the Board of Directors must be members of the Association. Before the relinquishment of control of the Association by the Developer, the Developer shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Developer shall from time to time appoint in its sole and unfettered discretion. Subsequent to the relinquishment of control of the Association by the Developer, Directors shall be elected at the regular annual meeting of members of the Association or at special meetings called for that purpose, beginning with the first meeting conducted upon the relinquishment of control of the Association by the Developer. Beginning with the first annual meeting following the turnover of control, each Director who is elected shall serve for a term of two (2) years (provided, that so no vacancies on the Board will exist each year, two of the Directors elected at the first annual meeting following the date of turnover of Developer control will be elected to one year terms), and until his or her successor is elected and qualified, or until he or she resigns. Following the turnover of Developer control, any Director may be removed at a special meeting of the members of the Association called for that purpose by the

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes provided that it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board, other than a member of the Board appointed by the Developer, vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining members thereof may elect a new Director to fill the vacancy. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such places as the President or a majority of the Directors may determine, or by a joint telephone connection if so requested by the President or a majority of the Directors.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of the Eighth article of the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative and ministerial duties as it determines.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a member of the Board. Officers may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

Section 5.02. It shall be the duty of the President to preside at all meetings of members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board. It shall be the duty of the Vice President to perform the duties of the President in the event of his absence or disability and perform such other duties as may be assigned by the Board.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the members and the Board of Directors, including records of the names and addresses of the members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the members or the Board. Upon expiration or

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the members, and shall present abstracts of the same at annual meetings of the members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

NOTICES AND DEMANDS

Section 6.01. Any notice or demand which is required to be given or delivered to or served upon a member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears on the records of the Association.

Section 6.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the

ARTICLE VII
AMENDMENTS

Section 7.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting members held for that purpose or in a vote conducted by mail by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the total voting power of the members.

Section 7.02. This Code of Regulations also may be deemed to be Bylaws to the extent such reference is made in any deed.


ARTICLE VII
DURATION

Section 8.01. The Association shall exist so long as the Development exists and the provisions of the Declaration are applicable, and no longer.

IN WITNESS WHEREOF, the undersigned, being the Directors of Ealy Crossing Homeowners' Association, Inc., for all Members of the Association, hereby certify that the foregoing Code of Regulations was adopted on or about this 22 day of August, 2007.



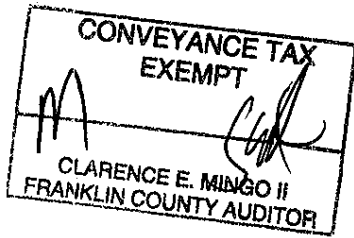
James Brown, Director



Thomas Rubey, Director



Chris Stanich, Director



DECLARATION OF RESTRICTION
LOTS 47 AND 48 OF EALY CROSSING MEWS

THIS DECLARATION OF RESTRICTION is made by EALY CROSSING, LLC, an Ohio limited liability company (“**Declarant**”), as of the 26 day of March, 2015.

WITNESSETH:

WHEREAS, Declarant is the owner of the following two properties:

Situated in the State of Ohio, County of Franklin, and in the Village of New Albany:

Being Lots Numbered Forty-seven (47) and Forty-eight (48) of the **RESUBDIVISION OF LOTS 33, 34, AND 35 OF NEW ALBANY COUNTRY CLUB SECTION 22, EALY CROSSING**, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 113, pages 36 and 37 and Official Instrument No. 201005190061663, Recorder’s Office, Franklin County, Ohio (the “**Lots**”);

WHEREAS, Declarant wishes to place a restriction on both of said Lots as to side yard building limits;

NOW, THEREFORE, Declarant states as follows:

1. Section 3781.02 of the Ohio Revised Code states in part that “an unoccupied space on an adjoining property may be included in the required fire separation distance, provided that the adjoining property is dedicated or deeded so as to preclude, for the life of the structure, the erection of any building or structure on such space.

2. Therefore, the common side yards between Lot 47 and Lot 48 shall be restricted as a no build zone as shown on Exhibit “A” attached hereto, made a part hereof, and consisting of one (1) page.

3. This restriction shall run with the land.

Talon Title - C - MISC.

DECLARANT:

EALY CROSSING, LLC,
an Ohio limited liability company,

By: Duffy Homes, Inc.,
an Ohio corporation,
its Sole Member

By: Charles Driscoll
Charles Driscoll, Vice-President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 26 day of March, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came Charles Driscoll, the duly authorized Vice-President of Duffy Homes, Inc., an Ohio corporation, the sole Member of Ealy Crossing, LLC, an Ohio limited liability company, the Grantor in the foregoing deed, who acknowledged the signing thereof to be his voluntary act and deed, for and on behalf of said company and corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Holly K. DeJordy
Notary Public, State of Ohio
My Commission Expires 07-10-2018

Holly K. DeJordy
Notary Public

This Instrument Prepared by: Thomas Markworth, Attorney, 495 South High Street, Suite 150
Columbus, Ohio 43215 -- (614) 241-2078

FOR: DUFFY HOMES, INC
 LOCATION: VILLAGE OF NEW ALBANY, FRANKLIN COUNTY
 SCALE: 1"=20'
 DATE: 14 JANUARY, 2014

CANIDIA A

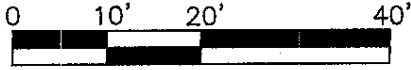
HOUSE: HARTWELL A
 LOT NO.: 48
 SUBDIVISION: RESUB. OF LOTS 33, 34 AND
 35 OF NEW ALBANY COUNTRY CLUB, SEC. 22
 EALY CROSSING, PLAT BOOK 113, PAGE 36

REV: 18 APRIL, 2014
 REV: 15 MAY, 2014
 REV: 29 AUGUST, 2014
 REV: 30 OCTOBER, 2014
 REV: 7 NOVEMBER, 2014
 REV: 17 DECEMBER, 2014

HOUSE DATA
 F.F. = 1011.16
 TOP OF FOUNDATION = 1009.96
 F.F. GARAGE = 1009.0
 TOP OF BASEMENT FLOOR = 1001.4
 TOP OF BASEMENT FOOTER = 1001.0
 SAN. SERVICE INV. = 999.9

SETBACKS

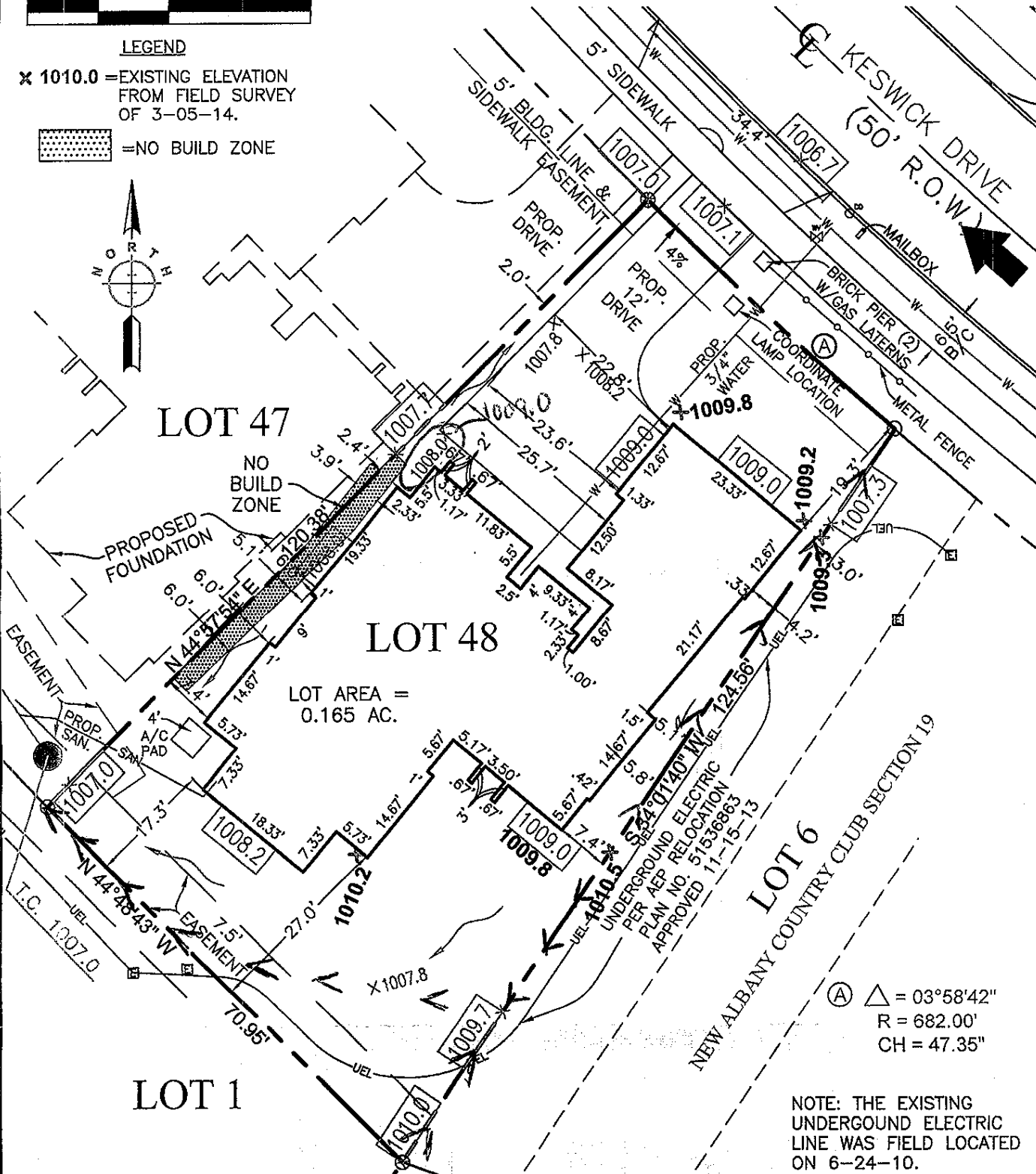
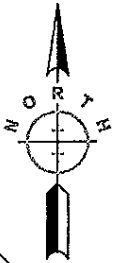
MIN. FRONT YARD: 5'
 MIN. SIDE YARD: PER REVIEW
 MIN. REAR YARD: PER REVIEW



LEGEND

x 1010.0 = EXISTING ELEVATION FROM FIELD SURVEY OF 3-05-14.

[Hatched Box] = NO BUILD ZONE



⊙ Δ = 03°58'42"
 R = 682.00'
 CH = 47.35"

NOTE: THE EXISTING UNDERGROUND ELECTRIC LINE WAS FIELD LOCATED ON 6-24-10.