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Robert G. Montgomery
Franklin County Recorder

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20 PART 1
(LANSDOWNE SUBDIVISION)**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 14th day of June, 2005, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company (the "Declarant").

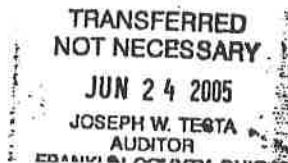
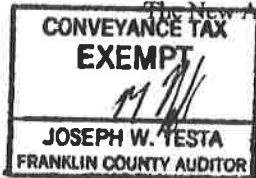
Declarant is the owner of all of that certain real property located in Franklin County, Ohio, more particularly described on the attached **Exhibit A** (the "Part 1 Property," which, together with all real property submitted to this Declaration from time to time pursuant to Article III hereafter, is collectively referred to as the "Lansdowne Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Lansdowne Area, for the purposes hereinafter set forth.

Declarant hereby declares that the Part 1 Property and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Part 1 Property and any such subsequently Annexed properties, and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their respective heirs, personal and legal representatives, successors and assigns.

ARTICLE I

PURPOSE AND INTENT

The New Albany Company LLC, a Delaware limited liability company (the "New Albany Company") is the developer of certain real property located in Franklin County, Ohio and Licking County, Ohio, now known and referred to herein as "The New Albany Communities." The Lansdowne Area is located within the 'expansion area' of, and is subject to Annexation into, The New Albany Communities, and in particular, within a community known as the Country Club Community. As is the case with each community comprising The New Albany Communities, owners within the Country Club Community either have or will have certain interests in addition to those common to all other owners within The New Albany Community and Owners within Lansdowne will have certain interests in addition to those common to all other owners within the County Club Community. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising The New Albany Communities, and in order to protect property values and to contribute to the health, safety and welfare of the property owners and residents of The New Albany Communities, The New Albany Company has declared that the Part 1 Property



(among other properties) located within the expansion area of the New Albany Communities has been Annexed to The New Albany Communities, and shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in the Master Community Documents and the Country Club Community Documents, and hereby declares that the Lansdowne Area shall also be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Lansdowne Documents.

It is the intention of The New Albany Company that The New Albany Communities shall consist of separately developed communities. Lansdowne is one of the communities within The New Albany Communities. Declarant acknowledges that the inclusion of Lansdowne within The New Albany Communities is a material benefit to the Declarant and its successors in interest to the ownership interest in any portion thereof, and in consideration therefor, Declarant hereby grants to The New Albany Company certain rights and easements as set forth in this Declaration.

As is or may be the case with each community comprising The New Albany Communities, Owners within Lansdowne either have or will have certain interests in addition to those common to all other owners within The New Albany Communities. In order to establish and create a common scheme and plan for the improvement and maintenance of Lansdowne and in order to promote the interests unique to the Owners and residents of Lansdowne, Declarant has hereby declared that the Part 1 Properties and any properties subsequently Annexed hereto shall be held, sold, conveyed, encumbered, leased, occupied and improved subject not only to the Master Community Documents, but also to the Lansdowne Documents.

Declarant desires to ensure the attractiveness of the individual lots and parcels and facilities developed within the Lansdowne Area, to prevent any future impairment thereof and to preserve, protect, and enhance the values and amenities of the Lansdowne Area. Declarant intends to encourage the construction of attractive Improvements appropriately designed and located to preserve a harmonious appearance and function and to encourage the development of advanced technological, architectural, and engineering design for the harmonious development of the Lansdowne Area.

This Declaration is imposed for the benefit of all Owners and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all Owners.

ARTICLE II

DEFINITIONS

Certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Annexation" or "Annexed" or "Annex" shall mean the process by which portions of the Expansion Lansdowne Properties are made subject to the Declaration pursuant to Article III hereof.

"Architectural Review Committee" or "Committee" shall mean the committee formed pursuant to the Country Club Community Declaration to maintain the quality and architectural harmony of Improvements in the Country Club Community.

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Lansdowne Association which are filed with the Secretary of State of Ohio.

"Assessments" shall mean Base, Special, and Default Assessments, collectively, levied pursuant to Article VIII hereof to provide the funds to meet the estimated cash requirements of the Lansdowne Association.

"Base Assessment" shall mean the Assessments levied in accordance with Section 8.4 of this Declaration.

"Board of Trustees" or "Board" shall mean the board of trustees of the Lansdowne Association.

"Building" shall mean a building or structure constructed on a Privately Owned Site or on the Common Property.

"Carriage Home Lot" shall mean any of Sites 1 through 28, both inclusive, (and any Site designated as a Carriage Home Lot in any amendment or supplement to this Declaration).

"Code of Regulations" shall mean the code of regulations of the Lansdowne Association.

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

"Community Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, as determined by the Board from time to time.

"Country Club Community" shall mean the real property which is or hereafter may become subject to the Country Club Community Declaration pursuant to the terms thereof.

"Country Club Community Association" shall mean The New Albany Country Club Association, Inc., an Ohio non-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Country Club Community Declaration and the Articles of Incorporation and/or Code of Regulations of the Country Club Community Association.

"Country Club Community Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community dated as December 31, 1990, and recorded in the office of Franklin County, Ohio Recorder, as the same may be amended from time to time.

"Country Club Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing The New Albany Country Club Community, including, but not limited to, the Country Club Community Declaration, the Articles of Incorporation and Code of Regulations of the Country Club Community Association and any procedures, rules, regulations or policies adopted by the Country Club Community Association.

"Declarant" shall mean M/I Homes of Central Ohio, LLC an Ohio limited liability company, and its successors in interest. A person or entity shall be deemed a successor in interest of Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

"Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements as amended or supplemented by Supplemental Declaration from time to time.

"Default Assessment" shall mean an Assessment levied in accordance with Section 8.7 of this Declaration.

"Eligible Holder" is defined in Article XV hereof.

"Expansion Lansdowne Properties" or "Property" shall mean any real property within the area described in Exhibit B.

"FHLMC" shall mean Federal Home Loan Mortgage Corporation or the mortgage corporation created by Title III of the Emergency Home Finance Act of 1970, including any successor thereto.

"FNMA" shall mean Federal National Mortgage Association, a government-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto.

"Government Mortgage Agencies" shall mean the FHLMC, the FNMA, and any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans.

"Improvement" shall mean all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope

and drainage alterations; roads, alleys, lanes, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios, stoops, and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type, changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" does include both original Improvements and all later changes and Improvements.

"Lansdowne" shall mean the planned community created by this Declaration consisting of the Lansdowne Area and all of the Improvements located thereon.

"Lansdowne Area" shall mean the Part 1 Properties together with any real property which hereafter becomes subject to this Declaration pursuant to the provisions of Article III hereof.

"Lansdowne Association" shall mean the Lansdowne Homeowners' Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and/or the Code of Regulations of the Lansdowne Association.

"Lansdowne Association Properties" shall mean all real and personal property, including, but not limited to, the Common Property and Improvements, now or hereafter owned by the Lansdowne Association or with respect to which the Lansdowne Association holds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest or with respect to which the Lansdowne Association has maintenance responsibilities under the terms of this Declaration or the Lansdowne Documents.

"Lansdowne Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Lansdowne Area and/or Lansdowne Association, including, but not limited to, this Declaration, the Articles of Incorporation and Code of Regulations and any procedures, rules, regulations, guidelines or policies adopted thereunder by the Lansdowne Association or the Architectural Review Committee.

"Lansdowne Representative" shall mean the individual selected by the Members pursuant to Section 4.3 to represent the Lansdowne Association in matters conducted by the Master Association.

"Lansdowne Rules" shall mean the rules adopted by the Lansdowne Association as provided in Section 5.14.

"Maintenance Fund" shall mean the fund created by Assessments and fees levied pursuant to Article VIII hereof to provide the Lansdowne Association with the funds it requires to carry out its duties hereunder.

"Manager" shall mean any person or entity retained by the Lansdowne Association to perform certain functions of the Lansdowne Association pursuant to this Declaration.

"Master Association" shall mean The New Albany Communities Master Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Declaration and the articles of incorporation and/or code of regulations of the Master Association.

"Master Community Documents" shall mean any and all documents, instruments and agreements established by the New Albany Company creating and governing The New Albany Communities, including, but not limited to, the Master Declaration, the articles of incorporation and code of regulations of the Master Association and any procedures, rules, regulations or policies adopted by the Master Association.

"Master Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities dated as of December 3, 1990 and recorded in the office of the Franklin County, Ohio Recorder at Official Record 16185A01, as the same may be amended and supplemented from time to time.

"Member" shall mean any person or entity holding membership in the Lansdowne Association.

"Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Privately Owned Site or interest therein as security for the payment of a debt or obligation. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

"Mortgagee" shall mean the holder or beneficiary of a Mortgage as well as a named mortgagee. "First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Privately Owned Site, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Part 1 Property or Properties" shall mean all of the real property described in Exhibit A attached hereto.

"Plat" shall mean any plat maps filed in the office of the Recorder of Franklin County, Ohio, as they may be amended from time to time, describing all or any portion of the Lansdowne Area.

"Privately Owned Site" or "Site" shall interchangeably mean (a) any lot or parcel of land depicted on a Plat, (b) any real property identified as a separate tax parcel in the office of the Auditor of Franklin County, Ohio, or (c) any real property designated as a Privately Owned Site by Declarant including any Improvements thereon within the Lansdowne Area provided,

however, "Privately Owned Site" or "Site" shall not include: (i) any property owned by a public body, (ii) the Lansdowne Association Properties or (iii) any property owned by the Master Association or the Country Club Community Association, with respect to which the Master Association or the Country Club Community Association has any right, title or interest.

"Related User" shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who resides on the Privately Owned Site of such Owner and any natural person who is a guest or invitee of such Owner or of such person.

"Special Assessment" shall mean the Assessments levied in accordance with Section 8.6 of this Declaration.

"Supplemental Declaration" shall mean a written instrument which is executed and recorded for the purpose of amending, modifying or supplementing this Declaration or for the purpose of subjecting all or any portion of the Expansion Lansdowne Properties to this Declaration.

"The New Albany Communities" shall mean all real property which is or hereafter may become subject to the Master Declaration pursuant to the terms thereof.

"The New Albany Company" shall mean The New Albany Company LLC, a Delaware limited liability company, and its successors in interest. A person or entity shall be deemed a successor in interest of The New Albany Company only if specifically so designated in a duly recorded written instrument as a successor or assign of The New Albany Company under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of The New Albany Company only as to the particular rights or interests of The New Albany Company under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument signed by The New Albany Company.

"Turnover Date" is defined in Section 4.6 hereof.

ARTICLE III

EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the Lansdowne Area to include all or part of the Expansion Lansdowne Properties. With the prior written approval of The New Albany Company, Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved, by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Franklin County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. Each such Supplemental Declaration shall require the prior written approval of The New Albany Company, however, no Supplemental Declaration shall require the consent of the Owners. Any

such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

In addition to any and all other rights of Declarant under this Declaration, Declarant may, with the prior written approval of The New Albany Company but without the approval of any of the Owners, release any real property owned by Declarant from the covenants, conditions, restrictions, easements and all other matters and obligations to pay Assessments set forth in this Declaration by filing of record with the Franklin County, Ohio Recorder a Supplemental Declaration releasing such property from this Declaration. The filing of such a Supplemental Declaration shall not abridge, release or diminish the rights of Declarant under this Declaration or with respect to any real property remaining a part of the Lansdowne Area. The consent of The New Albany Company under the immediately preceding sentence may be conditioned upon The New Albany Company receiving the right to approve the design and construction of any Improvements constructed on the real property which is the subject of such Supplemental Declaration.

In addition to any and all other rights of The New Albany Company under this Declaration, and notwithstanding any other provision herein to the contrary, in the event that The New Albany Company hereinafter becomes the fee simple owner of any real property in the Lansdowne Area, The New Albany Company may, without the approval or consent of Declarant or any of the Owners, release such real property from the covenants, conditions, restrictions, easements and all other matters and obligations to pay Assessments set forth in this Declaration by filing of record with the Franklin County, Ohio Recorder a Supplemental Declaration releasing such property from this Declaration. The filing of such a Supplemental Declaration shall not abridge, release or diminish the rights of The New Albany Company under this Declaration or with respect to any real property remaining a part of the Lansdowne Area.

ARTICLE IV

LANSDOWNE ASSOCIATION OPERATIONS

Section 4.1. Lansdowne Association. The Lansdowne Association has been or will be formed as an Ohio nonprofit corporation. The Lansdowne Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and/or Code of Regulations.

Section 4.2. Membership in the Lansdowne Association. Each Owner of a Privately Owned Site within the Lansdowne Area shall be a Member of the Lansdowne Association, and by acceptance of a deed to a Privately Owned Site is deemed to agree to abide by and to observe all requirements contained herein, including but not limited to, complying with use restrictions and paying Assessments. There shall be one membership in the Lansdowne Association for each Privately Owned Site within the Lansdowne Area. The person or persons who constitute the Owner of a Privately Owned Site shall automatically be the holder or holders

of the membership in the Lansdowne Association appurtenant to that Privately Owned Site, and such membership shall automatically pass with fee simple title to the Privately Owned Site. No Owner, whether one or more persons, shall have more than one membership per Site owned, and in the event the Owner of a Site is more than one person, votes and rights of use and enjoyment shall be as provided hereinafter and in the Code of Regulations. The membership rights of a Site owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the Code of Regulations. Declarant shall hold a separate membership in the Lansdowne Association for each Privately Owned Site owned by Declarant. Membership in the Lansdowne Association shall not be assignable separate and apart from fee simple title to a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an Owner to use Improvements or otherwise to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no assignment shall relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 4.3. Lansdowne Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted by Community Representatives (as that term is defined in the Master Declaration) elected by the members of each Community (as that term is defined in the Master Community Documents). The Lansdowne Representative shall be elected by a majority of the votes then being cast by the non-Declarant Members. The Declarant shall not be entitled to cast votes for the Lansdowne Representative. The Lansdowne Representative shall cast the votes which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least 51% of the voting power in attendance at any duly constituted meeting of the Members shall instruct the Lansdowne Representative as to the manner in which such representative is to vote on any issue to be voted on by the Community Representatives, then such representative shall cast all of the voting power of the Lansdowne Association in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issues. The Lansdowne Representative shall have the authority, in the Lansdowne Representative's sole discretion, to call a special meeting of the Members in the manner provided in the Code of Regulations for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Community Representatives. When the Lansdowne Representative is voting in such representative's own discretion, without instruction from the Members, then such representative may cast all of the votes of the Members as a unit or such representative may apportion some of the votes in favor of a given proposition and some of the votes in opposition to such proposition. It shall be conclusively presumed for all purposes of Master Association business that the Lansdowne Representative in casting votes for the Members has acted with the authority and consent of the Members. All agreements and determinations lawfully made by the Master Association in accordance with the procedures established in the Master Declaration and in the code of regulations of the Master Association shall be deemed binding on all Owners and their successors and assigns.

Section 4.4. Voting Rights of Members. Subject to Section 4.6, each Member shall have the right to cast votes for the election of the Board of Trustees of the Lansdowne Association, the election of the Lansdowne Representative and on any issue to be voted by the Members under the terms of this Declaration. There shall be only one membership per Privately Owned Site and one vote per membership. In the event the Owner of a Privately Owned Site is more than one person, the vote for such Privately Owned Site shall be exercised as they, among themselves, determine. Any Owner of a Privately Owned Site which is leased may assign the voting right appurtenant to such Privately Owned Site to the tenant, providing that a copy of the instrument of assignment is furnished to the Secretary of the Lansdowne Association prior to any meeting. The Code of Regulations shall provide for the manner, time, place, conduct and voting procedures for meetings of Members.

Section 4.5. Board of Trustees. The affairs of the Lansdowne Association shall be managed by a Board of Trustees. Subject to the provisions of Section 4.6 hereof, the number, term, election and qualifications of the Board of Trustees shall be fixed in the Articles of Incorporation and/or Code of Regulations. The Board of Trustees may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Lansdowne Association, or to the County Club Community Association, or to the Master Association or to agents and employees of the Lansdowne Association, or of the County Club Community Association, or of the Master Association, but such delegation of authority shall not relieve the Board of Trustees of the ultimate responsibility for the management of the affairs of the Lansdowne Association. Action by or on behalf of the Lansdowne Association may be taken by the Board of Trustees or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

Section 4.6. Membership of Board of Trustees. Until the Turnover Date, the Board of Trustees shall consist of seven trustees, and Declarant shall have and hereby reserves the continuing right to appoint four of such trustees until such Turnover Date and the rest of the Members (excluding Declarant) shall have the right to elect three of such trustees until the Turnover Date. After the Turnover Date, the Board of Trustees shall be elected by the Members in accordance with the Code of Regulations. Notwithstanding the foregoing, until the closing of the sale of 75 Privately Owned Sites to non-Declarant Owners, the number of trustees shall be three and Declarant shall have the right to elect all three of such trustees. The trustees appointed by the Declarant shall have a fiduciary duty solely to the Declarant and will act solely on behalf of the Declarant. The trustees elected by the Members shall have a fiduciary duty to all Members. The "Turnover Date" shall mean the earliest of the following dates: (a) six (6) months after the year in which all the Expansion Lansdowne Properties have become part of the Lansdowne Area and the last Privately Owned Site within the Lansdowne Area has been sold and conveyed by Declarant to a non-Declarant Owner; or (b) the date that Declarant has voluntarily relinquished its right to appoint four trustees and its right to appoint members of the Architectural Review Committee in accordance with Section 11.1 hereof. The document by which Declarant voluntarily relinquishes its right to appoint trustees and its right to appoint members of the Architectural Review Committee, as described in subsection (b) in the immediately preceding sentence, may allow Declarant to reserve the right to require Declarant's prior written approval of certain actions by the Board of Trustees including, by way of illustration but not limitation, the following: (i) any action that increases the Base Assessment

only on Declarant's property or imposes a Special Assessment only on Declarant's property, and (ii) any action that, in Declarant's opinion, impairs or restricts Declarant's ability to develop and market its property within the Lansdowne Area and other projects developed by Declarant or its assigns which are within The New Albany Communities.

ARTICLE V

DUTIES AND POWERS OF THE LANSDOWNE ASSOCIATION

Section 5.1. General Duties and Powers of the Lansdowne Association. The Lansdowne Association has been (or will be) formed to further the common interests of the Owners. The Lansdowne Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Lansdowne Association Properties and to improve and enhance the attractiveness, desirability and safety of the Lansdowne Area.

Section 5.2. Duty to Accept Properties and Facilities Transferred by Declarant. The Declarant may hereinafter convey certain areas of land to the Lansdowne Association as Common Property intended for common use by the Owners in the Lansdowne Area for purposes including, without limitation, the location of signs for identification of the Lansdowne Association Properties, open spaces, access, and other purposes. The areas so designated by Declarant are dedicated hereby to the common use and enjoyment of the Owners, and their families, tenants, employees, guests and invitees, and not to the use of the general public. The Declarant may hereafter convey other real or personal property, or interests therein or the maintenance obligations therefor, to the Lansdowne Association for the use and enjoyment of all or certain of the Owners for the purposes as may be permitted by this Declaration. The Lansdowne Association shall accept title to any interest to any real or personal property transferred to it, and/or assume maintenance obligations assigned thereto, by Declarant. After any such transfer, the Lansdowne Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Lansdowne Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use and/or to maintain. Any property or interest in property transferred to the Lansdowne Association by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the Part 1 Properties and the Expansion Lansdowne Properties. Any fee simple interest in property transferred to the Lansdowne Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Lansdowne Association by limited warranty deed, free and clear of all liens (other than the lien for real property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of the Country Club Community Declaration, the terms of the Master Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances granted or reserved by Declarant. The property or interest in property transferred to the Lansdowne Association by Declarant may impose special restrictions

governing the uses of such property and special obligations on the Lansdowne Association with respect to the maintenance of such property.

THE LANSDOWNE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE DEED TO ANY SITE, THE LANSDOWNE ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY MEMBER OR OWNER RELATING TO THE CONDITION, CONSTRUCTION, DESIGN, CAPACITY, OPERATION, USE, ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Lansdowne Association shall be paid for by the Lansdowne Association.

Section 5.3. Duty to Manage, Control and Maintain Lansdowne Association Properties. Subject to the rights of the Owners set forth in this Declaration and as otherwise provided herein, the Lansdowne Association, shall be responsible for the management and control of the Lansdowne Association Properties and shall maintain and keep the Lansdowne Association Properties in good repair, such maintenance to be funded as hereinafter provided. This maintenance may include, but not be limited to, snow removal, repaving, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and Improvements situated upon the Common Property, unless such maintenance is the responsibility of the Master Association. The Master Association may, in the sole discretion of the board of trustees of the Master Association, assume the maintenance responsibilities set forth in this Declaration, after giving the Board reasonable notice and an opportunity to correct its deficient maintenance. In such event, all costs of such maintenance shall be assessed only against the Owners. The assumption of this responsibility may take place either by contract or because, in the sole opinion of the board of trustees of the Master Association, the level and quality of service then being provided is not consistent with the standards set by the Lansdowne Association and the standards of the Master Association. The Master Association shall be the sole judge of the appropriateness of any assumption of maintenance responsibilities and quantity and quality of the maintenance performed or to be performed. The Lansdowne Association and all Members and Owners, by the acceptance of title to any property or the deed to any Privately Owned Site, release and indemnify the Master Association from all claims arising from its actions pursuant to this Section 5.3.

Section 5.4. Duty to Maintain Hazard Insurance. The Lansdowne Association shall obtain insurance for all insurable Improvements owned by the Lansdowne Association in an amount equal to the full replacement value thereof (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage) which shall include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment. Such policy shall include, if applicable, a standard form of mortgagee clause, a "Demolition Cost Endorsement" or its equivalent, and an "increased Cost of Construction Endorsement" or the equivalent. In addition, such policy shall afford protection against at least the following:

5.4.1. Loss or damage by fire and other hazards covered by the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

5.4.2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to Lansdowne.

Section 5.5. Duty to Maintain Liability Insurance. The Lansdowne Association shall obtain a comprehensive policy of public liability insurance insuring the Lansdowne Association and its Members, trustees, officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Lansdowne Association Properties or streets and roads within the Lansdowne Area, and legal liability arising out of lawsuits related to employment contracts of the Lansdowne Association. Such comprehensive policy of public liability insurance shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurance company from denying the claim of any Owner because of the negligent acts of the Lansdowne Association or any other Owner, with a limit of not less than \$1,000,000 covering all claims for personal injury, including death, or property damage arising out of a single occurrence. Such comprehensive policy of public liability insurance shall also include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garagekeeper's liability, host liquor liability, contractual and all-written contract insurance, employers' liability insurance, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to Lansdowne.

Section 5.6. Duty to Maintain Fidelity Insurance. The Lansdowne Association may obtain fidelity bonds to protect against dishonest acts on the part of its officers, trustees, employees and agents and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Lansdowne Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds may be required for the Manager and its officers, employees, and agents. Such fidelity coverage shall name the Lansdowne Association as an obligee and shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the Lansdowne Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without the compensation from the definition of "employees," or similar terms or expressions.

Section 5.7. Duty to Maintain Flood Insurance. If any of the Lansdowne Association Properties is located in an area identified by the Secretary of Housing and Urban

Development as an area having special flood hazards and for which flood insurance has been made available by the National Flood Insurance Program, a "blanket" policy of flood insurance must be maintained by the Lansdowne Association in the amount of 100% of the current replacement cost (as defined in Section 5.4 hereof) of all Buildings and other insurable property located in such area or the maximum limit of coverage available for such property under the National Flood Insurance Act of 1968, as amended, whichever is less.

Section 5.8. Insurance and Bonds Required by Government Mortgage Agencies.

The Lansdowne Association shall obtain and keep in full force and effect such insurance and bonds as may be required from time to time by Government Mortgage Agencies to the extent that any such Government Mortgage Agency holds, or has agreed to insure or to guarantee, any Mortgage on any Privately Owned Site within the Lansdowne Area, except to the extent such insurance or bond is not reasonably obtainable or has been waived in writing by such Government Mortgage Agency.

Section 5.9. Provisions Common to Hazard Insurance, Liability Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Lansdowne Association under the provisions of Sections 5.4, 5.5, 5.6 and 5.7 hereof shall be subject to the following provisions and limitations:

5.9.1. The named insured under such policies shall be the Lansdowne Association, as attorney-in-fact for the Owners, or its authorized representative, including any trustee with which the Lansdowne Association may enter into any insurance trust agreement, or any successor trustee (each of which is sometimes referred to in this Section 5.9 as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under such policies;

5.9.2. In no event shall the insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or Mortgagees;

5.9.3. The policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Lansdowne Association, or (b) failure of the Lansdowne Association to comply with any warranty or condition with regard to any portion of Lansdowne over which the Lansdowne Association has no control;

5.9.4. The policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to any and all First Mortgagees, the Master Association and insureds named therein;

5.9.5. The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Lansdowne Association, the Country Club Community Association and the Master Association and their Managers, trustees, officers, agents and employees and any Owner and their respective guests, agents, employees, or tenants, and of any defense based upon coinsurance or upon invalidity arising from the acts of the insured;

5.9.6. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Lansdowne Association (or any Insurance Trustee) and the Master Association, or when in conflict with the provisions of any insurance trust agreement to which the Lansdowne Association may be a party or any requirement of law;

5.9.7. All policies shall be written with a company licensed to do business in Ohio and holding a rating of A or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

5.9.8. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin County, Ohio area; and

5.9.9. No policy may be cancelled, invalidated, or suspended on account of the conduct of any member of the Board of Trustees, officer, agent or employee of the Lansdowne Association or its duly authorized Manager without prior demand in writing delivered to the Lansdowne Association, the Country Club Community Association and the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Lansdowne Association, its Manager, the Country Club Community Association, the Master Association, any Owner, or Mortgagee.

Section 5.10. Duty to Maintain Officers' and Trustees' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and trustees' personal liability insurance shall be obtained by the Lansdowne Association to protect the officers, trustees and the Architectural Review Committee members and all other committee members from personal liability in relation to their duties and responsibilities in acting as such officers, trustees and committee members on behalf of the Lansdowne Association.

Section 5.11. Duty to Maintain Workers' Compensation Insurance. The Lansdowne Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 5.12. Other Insurance. The Lansdowne Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Lansdowne Association's responsibilities and duties.

Section 5.13. Power to Adopt Rules and Regulations. The Lansdowne Association, from time to time and subject to the provisions of the Lansdowne Documents, the Country Club Community Documents and the Master Community Documents, may adopt, amend and repeal rules and regulations, to be known as the "Lansdowne Rules," governing, among other things and without limitation:

5.13.1. The use of the Lansdowne Properties;

- 5.13.2. Collection and disposal of garbage and trash;
- 5.13.3. The burning of open fires;
- 5.13.4. The maintenance of animals within the Lansdowne;
- 5.13.5. Parking restrictions and limitations;
- 5.13.6. The posting of maximum speeds for vehicular traffic and other traffic rules on private roads;
- 5.13.7. Establishment of times or other restrictions as to when commercial vehicles may be permitted to use any or all of the roads;
- 5.13.8. The type or types of vehicles (other than conventionally equipped passenger automobiles) and the times when any vehicle or motorized vehicle or device may be permitted to use the roads or any other area of the Lansdowne Properties;
- 5.13.9. Fines for the infraction of the Lansdowne Rules;
- 5.13.10. Additional use restrictions;
- 5.13.11. Maintenance performance standards; and
- 5.13.12. Any other rule or regulation deemed necessary, desirable or advisable by the Lansdowne Association to promote the health, safety or welfare of the Owners and residents of property within the Lansdowne.

Notice of the adoption, amendment or repeal of any Lansdowne Rules shall be given in writing to The New Albany Company, the Master Association, the Country Club Community Association and each Owner at the address for notices to the Owners as elsewhere provided in this Declaration or the Code of Regulations, and copies of the currently effective Lansdowne Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Lansdowne Rules and shall see that the Related Users of such Owners shall comply with the Lansdowne Rules. In the event of any conflict between the Lansdowne Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 5.14. Assist Architectural Review Committee. The Lansdowne Association shall in all respects cooperate with and assist the Architectural Review Committee in the complete fulfillment of the Committee's functions, and shall in all respects assist the Committee in the enforcement of its guidelines, rules, regulations and decisions.

Section 5.15. Cooperation with Country Club Community Association and Master Association. The Board shall have the power to assist the Country Club Community Association and Master Association in the performance of its duties and obligations under the Country Club Community Declaration and Master Declaration and cooperate with the Country Club Community Association and Master Association so that the Country Club Community

Association and Master Association or the Lansdowne Association can most efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Master Association, Country Club Community Association and the Lansdowne Association may use the services of the other in the furtherance of its obligations and they may contract with each other to better provide for such cooperation. The payment for such contract services or a variance in services provided may be reflected in increased assessments by the Country Club Community Association and Master Association for Lansdowne or by an item in the Lansdowne Association's budget which shall be collected through Lansdowne Association Assessments and remitted to the Country Club Community Association or Master Association. If the Lansdowne Association fails, neglects, or is unable to perform a duty or obligation required by the Lansdowne Documents, then the Country Club Community Association or the Master Association may, after reasonable notice and an opportunity to cure given to the Lansdowne Association, perform such duties or obligations until such time as the Lansdowne Association is able to resume such functions, and charge the Lansdowne Association a reasonable fee for the performance of such functions.

Section 5.16. Manager. The Lansdowne Association may employ or contract for the services of a Manager, provided that such employment shall be by a contract having a term of no more than three years, and each such contract shall be subject to cancellation by the Lansdowne Association on 90 days or less prior notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or Improvements chargeable against the Maintenance Fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of any duty, power, or function. The Manager may be the Master Association.

Section 5.17. Ownership of Other Property. The Lansdowne Association, through action of its Board of Trustees, may acquire, hold, and dispose of tangible and intangible personal property and real property in addition to any such property which may be conveyed to the Lansdowne Association by Declarant.

Section 5.18. Roads and Streets. The Lansdowne Association shall be responsible for the maintenance of all private roads, if any, within Lansdowne, including periodic maintenance of the surface and regular snow and ice removal, except such private drives as are located on Privately Owned Sites or private roads which are the responsibility of the Country Club Community Association or the Master Association to maintain. The Board shall cooperate with the applicable traffic and fire control officials, the Country Club Community Association, and the Master Association, to post all public and private drives, roads and streets with traffic control, fire lane, and parking regulation signs. The Lansdowne Association shall mow the grass and properly maintain the landscaping within public rights-of-way along public roads within the Lansdowne Area.

Section 5.19. Books and Records. The Lansdowne Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to the Master Association, the Country Club Community Association, Owners and Mortgagees, current copies of the Lansdowne Documents, and the books, records, and financial statements of the Lansdowne Association prepared pursuant to the Code of Regulations. The Lansdowne Association may charge a reasonable fee for copying such

materials. Notwithstanding the foregoing, records concerning the status of the accounts payable with respect to a Privately Owned Site shall only be made available to the Owner or a Mortgagee of that Privately Owned Site.

Section 5.20. Successor of Declarant. The Lansdowne Association shall succeed to all of the duties and responsibilities of Declarant hereunder after the Turnover Date. The Lansdowne Association shall not, after the Turnover Date, succeed to the rights and easements reserved to Declarant hereunder unless such rights and easements are expressly conveyed to the Lansdowne Association by recorded written instrument.

Section 5.21. Implied Rights and Obligations. The Lansdowne Association may exercise any other right or privilege given to it expressly by the Lansdowne Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Lansdowne Association shall perform all of the duties and obligations imposed on it expressly by the Lansdowne Documents and every other duty or obligation reasonably to be implied from the express provisions of the Lansdowne Documents or reasonably necessary to perform the duties and obligations contained in the Lansdowne Documents.

Section 5.22. Rights Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights and powers contained under this Article V, even though no specific reference to such rights and powers appears in the instrument for such conveyance.

Section 5.23 Tax Increment Financing. It is hereby acknowledged and declared that Declarant and/or the Lansdowne Association may from time to time elect (or may heretofore have elected) to include and join all or any portion of the Lansdowne Area and all or any portion of the real property portions of the Common Property as part of a tax increment financing district, parcel or area, including incentive districts (each a "TIF District") in accordance with and for the purposes described in Ohio Revised Code Sections 5709.40 - .43, 5709.73 - .75, and 5709.77-.81 (collectively, the "Act", as the same may be amended from time to time), for the purpose of exempting all or part of the "Improvements" (which term is used in this Section 5.23 of this Declaration as it is used and defined in the Act) from real property taxes and providing for the payment of service payments in lieu of real property taxes in respect of such Improvements (the "Service Payments"). As currently constituted, the Act contemplates that such Service Payments would be used to fund designated "Public Infrastructure Improvements" (as that term is defined in the Act) and would be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable with regard to the Improvements. To facilitate such an inclusion and joinder of all or any portion of the Lansdowne Area and all or any portion of the real property portions of the Common Property as part of a TIF District (each a "TIF Joinder"), the Lansdowne Association is hereby unconditionally authorized to act on behalf of, and is hereby designated and appointed as agent and authorized representative of, each Owner for the purpose of doing or causing to be done any and all such acts and things and executing and delivering any and all such agreements, instruments, documents and certificates as the Lansdowne Association may from time to time deem necessary, advisable or appropriate to effectuate or carry out the purposes of a TIF Joinder, all in the sole and absolute discretion of the Lansdowne Association, acting by and through the

Board, including, without limitation (on behalf of each Owner individually or as a group of two or more Owners): by initiating and/or consenting to each TIF Joinder; by joining and cooperating with each pertinent political subdivision (collectively, the "Political Subdivision") in the legislative process to effectuate each TIF District and/or each TIF Joinder; by executing and/or delivering pertinent tax increment financing agreements and other pertinent agreements in connection with each TIF Joinder; by joining and cooperating with the Political Subdivision in any and all exemption applications contemplated by each TIF Joinder; and otherwise by assisting and cooperating with the Political Subdivision and such other governmental entities or persons as may be necessary or appropriate to facilitate and effectuate each TIF Joinder. In connection with the foregoing matters, the execution and delivery of any agreement, instrument, document or certificate, and/or the performance of any act, by any officer of the Lansdowne Association duly designated by the Board (i) shall be conclusive evidence of the exercise by said officer and by the Lansdowne Association of the discretionary authority herein conferred, (ii) shall be binding upon each Owner to the same extent as if each Owner had executed and delivered each such agreement, instrument, document or certificate, and/or performed each such act and (iii) if executed, delivered or performed prior to the recordation of this Declaration, shall be and is hereby ratified, adopted and confirmed.

ARTICLE VI

LANSDOWNE ASSOCIATION PROPERTIES

Section 6.1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive easement for the use and enjoyment of the Common Property, if any, which shall be appurtenant to and shall pass with the title to every Privately Owned Site, subject to the provisions of this Declaration including, but not limited to, the easements set forth in this Article and all conditions, restrictions, easements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Section 6.2. Declaration of Use. Any Owner may, subject to the Lansdowne Rules adopted from time to time by the Board, delegate, in accordance with the Lansdowne Documents, his right of enjoyment in the Common Property and facilities to his tenants, employees, family, guest, invitees or other Related User.

Section 6.3. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of the Lansdowne Properties, or any Improvements on or portion thereof, is caused through or by the negligent or willful act or omission of any Owner, or by a Related User, or by any member of an Owner's family, or by an Owner's guests, tenants or invitees, then the expenses, costs and fees incurred by the Lansdowne Association for such maintenance, repair, or replacement, in the amount for which the Owner or the Owner's family members, guests, invitees or Related User are liable under Ohio law, shall be a personal obligation of such Owner; and, if not repaid to the Lansdowne Association within seven days after the Lansdowne Association gives notice to the Owner of the total amount, or of amounts due from time to time, then the sums due shall become a Default Assessment against the Owner's Privately Owned Site and may be enforced in accordance with Section 8.7.

Section 6.4. Title to Lansdowne Association Properties. The Lansdowne Association Properties shall be owned by the Lansdowne Association and no Owner shall bring any action for partition or division of the Lansdowne Association Properties. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Lansdowne Association Properties, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to the Lansdowne Association, and hereby agrees to reimburse the Lansdowne Association for its costs, expenses, and reasonable attorneys' fees in defending any such action. In the event of the dissolution of the Lansdowne Association, other than incident to a merger or consolidation, the Lansdowne Association Properties shall, to the extent reasonably possible, be conveyed to the Country Club Community Association or the Master Association to be used, in any such event, for the common benefit of Owners for similar purposes for which the Lansdowne Association Properties were held by the Lansdowne Association, in the event such conveyance is refused, the Members shall immediately thereupon hold title to the Lansdowne Association Properties as tenants in common and shall collectively provide for the continued maintenance and upkeep in accordance with the terms of this Section 6.4.

Section 6.5. Lansdowne Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Lansdowne Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Lansdowne Association Properties, or any part thereof, upon their damage or destruction as provided in this Article or a complete or partial taking as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Lansdowne Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Lansdowne Association as attorney-in-fact.

Section 6.6. Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any Improvement owned by the Lansdowne Association, the Lansdowne Association shall, unless such damage or destruction shall be, in the sole opinion of the Lansdowne Association, minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of such Improvement so damaged or destroyed. "Repair and reconstruction" as used herein shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 6.7. Repair and Reconstruction. As soon as practical after obtaining estimates, the Lansdowne Association shall, subject to the provisions of Section 6.10, diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Lansdowne Association may take any and all necessary or appropriate action to effect repair and reconstruction and no consent or other action by any Owner shall be necessary in connection therewith. Assessments of the Lansdowne Association shall not be abated during the period of repair and reconstruction.

Section 6.8. Funds for Repair and Reconstruction. The proceeds received by the Lansdowne Association from any hazard insurance shall be used for the purpose of replacement, repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such replacement, repair and reconstruction, the Lansdowne Association may, pursuant to Section 8.6 hereof, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners except as provided herein, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of replacement, repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the replacement, repair and reconstruction.

Section 6.9. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Lansdowne Association and the amounts received from the Special Assessments provided for in Section 8.6 hereof constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be held by the Lansdowne Association as surplus funds in accordance with Section 9.3.

Section 6.10. Decision Not to Rebuild. If Declarant, The New Albany Company and at least 67% of the Owners (other than Declarant) agree in writing not to repair and reconstruct and no alternative Improvements are authorized, then and in that event such damaged or destroyed Lansdowne Association Properties shall be restored to its natural state and maintained as an undeveloped portion of the Lansdowne Association Properties by the Lansdowne Association in a neat and attractive condition, and any remaining insurance proceeds may be held by the Lansdowne Association as surplus funds in accordance with Section 9.3.

Section 6.11. Rights of Owners. Whenever all or any part of the Lansdowne Association Properties shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof but the Lansdowne Association shall act as attorney-in-fact for all Owners in the proceedings incident thereto, unless otherwise prohibited by law.

Section 6.12. Partial Condemnation; Distribution of Award; Reconstruction. The award or payment made for any taking or conveyance described in Section 6.11 shall be payable to the Lansdowne Association as trustee for all Owners to be distributed as follows: If the taking involves a portion of the Common Property on which Improvements have been constructed, then, unless within 60 days after such taking the Declarant and at least 67% of the Owners (other than Declarant) shall otherwise agree in writing, the Lansdowne Association shall restore or replace such Improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore, in accordance with plans approved by the Board of Trustees and the Architectural Review Committee. If such Improvements are to be repaired or restored, the above provisions in this Article regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds may be held as surplus in accordance with Section 9.3.

ARTICLE VII

DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.1. General. In addition to those set forth in the County Club Community Documents and the Master Community Documents, Declarant shall have, and hereby retains and reserves, and grants and assigns to The New Albany Company, certain rights as described in this Declaration with respect to the Lansdowne Association, the Lansdowne Association Properties, and the Lansdowne Area. The rights and reservations of Declarant and The New Albany Company set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of any and all property, both real and personal, by Declarant to the Lansdowne Association and in each deed or other instrument by which any and all property within the Lansdowne Area is conveyed by Declarant, or otherwise, whether or not specifically stated therein. The rights, reservations and easements of Declarant and The New Albany Company set forth in this Declaration shall survive the Turnover Date and shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's and The New Albany Company's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's and/or The New Albany Company's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Any or all of the special rights of Declarant and/or The New Albany Company hereunder may be transferred to other persons or entities, provided that the transfer shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and/or The New Albany Company, as the context requires, and duly recorded in the office of the Recorder of Franklin County, Ohio. Declarant further reserves the right to create reservations, exceptions, exclusions and easements convenient or necessary for the use and operation of any or all other property of Declarant or others whether located in the Lansdowne Area or otherwise.

Section 7.2. Approval of Conveyances or Changes in Use of the Lansdowne Association Properties. The Lansdowne Association shall not, without first obtaining the prior written consent of Declarant and The New Albany Company, convey, change or alter the use of the Lansdowne Association Properties, use the Lansdowne Association Properties other than solely for the benefit of Owners, or mortgage the Lansdowne Association Properties.

Section 7.3. Maintenance Easement. An easement is hereby reserved to the Declarant, and granted to the Lansdowne Association, the Master Association, the Country Club Community Association and any trustee or Manager, and their respective officers, agents, employees, and assigns upon, across, over, in, and under the Lansdowne Area and a right to make such use of the Lansdowne Area as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Lansdowne Association is obligated or permitted to perform pursuant to the Lansdowne Documents, including the right to enter upon any Privately Owned Site for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Privately Owned Site as required by the Lansdowne Documents, the Master Community Documents or the Country Club Community Documents. The Lansdowne Association, the Country Club Community Association, and the Master

Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 7.4. Easements Deemed Created. All conveyances of property within the Lansdowne Area, including Privately Owned Sites, hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights, powers and easements contained in this Article VII, even though no specific reference to such rights, powers and easements or to this Article VII appears in the instrument for such conveyance.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Privately Owned Site owned by it, hereby covenants, and each Owner for each Privately Owned Site owned by such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Lansdowne Association: (a) Base Assessments for the items set forth in subsections 9.1.1, 9.1.2 and 9.1.3; (b) Special Assessments for capital improvements and other purposes as stated herein; and (c) Default Assessments which may be assessed against an Owner's Privately Owned Site pursuant to the Lansdowne Documents for failure to perform an obligation under the Lansdowne Documents or because the Lansdowne Association has incurred an expense on behalf of the Owner under the Lansdowne Documents. The Base Assessments, Special Assessments, and Default Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien (which may be foreclosed or otherwise collected as provided herein) upon the Privately Owned Site against which each such Assessment is made until any such Assessment is paid. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Privately Owned Site at the time when the Assessment became due. Owners may waive or otherwise exempt themselves from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Lansdowne Association Properties or abandonment of a Privately Owned Site. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged failure of the Lansdowne Association or Board of Trustees to take some action or perform some function required to be taken or performed by the Lansdowne Association or Board of Trustees under the Lansdowne Documents or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Lansdowne Association, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other governmental authority.

Section 8.2. Purpose of Assessments. The Assessments levied by the Lansdowne Association shall be used exclusively to promote the health, safety, and welfare of the Owners, Related Users, and occupants of the Lansdowne and for the acquisition, improvement and maintenance of the Lansdowne Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, reserve accounts, the cost of labor, equipment, materials, management, and supervision, the salary or fee of the

Manager, administrative costs and the payment of interest and principal on funds borrowed by the Lansdowne Association.

Section 8.3. Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute such budget to the Owners at least 30 days prior to the annual meeting of the Board. The Owners shall have the opportunity to discuss such budget at the annual meeting prior to its final approval. On or before December 15 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Lansdowne Association's Base Assessments for the following year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those Improvements on the Lansdowne Association Properties which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies from the prior year's Maintenance Fund, and other purposes and shall include any expected income and surplus from the prior year's Maintenance Fund. The foregoing notwithstanding, compliance with the timing requirements of this paragraph shall not be construed as a precondition to the validity of any Base Assessment, nor shall any delay by the Board in performing its budgeting obligations give any Owner the right to refrain from paying any Assessment.

Section 8.4. Calculation and Apportionment of Base Assessments. For the purpose of providing funds for the items specified in subsections 9.1.1, 9.1.2 and 9.1.3, the Board shall for each year, commencing with the year 2005, fix and assess the Base Assessment against each Privately Owned Site, which Base Assessment shall be equal to the total Base Assessment then being levied by the Lansdowne Association divided among the Privately Owned Sites. Base Assessments shall be uniform for all Privately Owned Sites in Lansdowne.

8.4.1. As soon as shall be practicable in each year, the Lansdowne Association shall cause to be sent to each Owner an invoice or other written statement providing and assessing the amount of the Base Assessment with respect to such Privately Owned Site for the year in question.

8.4.2. Prior to the Turnover Date, the Declarant may elect to pay the Base Assessments on Privately Owned Sites owned by Declarant or in lieu thereof, not pay such Base Assessments and pay any deficit incurred in operating the Lansdowne Association and the Lansdowne Association Properties. In the event the Declarant pays Base Assessments and the Base Assessments are insufficient to pay the costs of operating the Lansdowne Association and the Lansdowne Association Properties, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all Privately Owned Sites in the same proportion as the Base Assessment for that year.

Section 8.5. Date of Commencement of Base Assessments: Due Dates. The Base Assessments provided herein shall commence as to a Privately Owned Site on the day of the closing of the conveyance of the Privately Owned Site to an Owner. The first Base Assessment shall be prorated according to the number of days remaining in the calendar year. The Base Assessments shall commence for Privately Owned Sites contained in each phase of the Expansion Lansdowne Properties Annexed to the Lansdowne Area on the day of the recording of the Supplemental Declaration incorporating them into the Lansdowne Area, and shall be prorated

according to the number of days remaining in the calendar year. Assessments shall be collected on a periodic basis as the Board may determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each calendar quarter. The Lansdowne Association may agree with the Country Club Community Association or the Master Association for the Country Club Community Association or the Master Association to collect Base Assessments or Special Assessments of the Lansdowne Association and remit them to the Lansdowne Association on a timely basis. Collection of the Assessments in this manner shall not prevent the creation of the Lansdowne Association's lien against any Privately Owned Site or affect the Lansdowne Association's ability to enforce or to collect its Assessments as provided hereunder if they are not remitted to the Master Association in a timely manner.

Section 8.6. Special Assessments. In addition to the Base Assessments authorized by Section 8.1 hereof, the Board of Trustees may levy, in any year in which an Assessment is assessed, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any repair and reconstruction, construction or reconstruction, repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto. Any such Special Assessment that exceeds 25% of the gross annual budget of the Board for that year shall require the assent of at least 67% of the votes of the Owners who are voting in person or by proxy at a special meeting of the Owners duly called as provided in the Code of Regulations for that purpose attended by at least 60% of the Owners in person or by proxy, written notice of which shall be sent to all Owners at least 10 days in advance and which shall set forth the purpose of the meeting. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. Special Assessments pursuant to this Section shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and may only be used for the purposes collected.

Section 8.7. Default Assessments. All monetary fines, fees, assessments, penalties and the like, assessed against an Owner pursuant to the Lansdowne Documents, or any expense of the Lansdowne Association which is the obligation of an Owner or which is incurred by the Lansdowne Association on behalf of the Owner pursuant to the Lansdowne Documents, shall be a Default Assessment and shall become a lien against such Owner's Privately Owned Site which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their due date.

Section 8.8. Effect of Non-payment of Assessment Lien; Remedies of the Lansdowne Association. Any Assessment installment, whether of a Base Assessment, Special Assessment, or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Lansdowne Association, in its sole discretion, may take, or may authorize the Manager to take, any or all of the following actions:

8.8.1. Assess a late charge of not less than 5% of the delinquent amount. If the Association has a Manager, the Manager may assess and collect on each delinquent Assessment as part of its management fee a late fee not to exceed Twenty-Five Dollars (\$25.00);

8.8.2. Assess an interest rate charge, on the unpaid assessment, from the date of delinquency at 1-1/2% per month or the maximum rate allowed by law;

8.8.3. Suspend the voting rights of the Owner during any period of delinquency;

8.8.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

8.8.5. Bring an action at law against any Owner personally obligated to pay the delinquent installments;

8.8.6. File a statement or certificate of lien with respect to the Privately Owned Site and/or foreclose on the Privately Owned Site as set forth in more detail below; and

8.8.7. Suspend the rights of the Owner to use the Lansdowne Association Properties and the Common Property during any period of delinquency.

The Lansdowne Association may file a statement or certificate of lien by recording with the Recorder of Franklin County, Ohio, a written statement with respect to the Privately Owned Site, setting forth the name of the Owner, the legal description of the Privately Owned Site, the name of the Lansdowne Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by an officer of the Lansdowne Association or by the Manager, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Lansdowne Association may have in its records for the Owner of the Privately Owned Site. Thirty days following the mailing of such notice, the Lansdowne Association may proceed, at its option, to bring an action at law or in equity, including an action to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Lansdowne Association and shall be for the benefit of all other Owners. In any such action, the Lansdowne Association shall be entitled to recover as a part of the action, the amount of delinquent Assessments, plus the amount of charges, interest, costs, and reasonable attorneys' fees with respect to the action, to the extent permitted by law. The Lansdowne Association shall have the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Site is owned by the Lansdowne Association following foreclosure, no Assessments shall be levied against it and each other Site shall be charged, in addition to its usual Assessments, its prorata share of the Assessment that would have been levied against such Site had it not been acquired by the Lansdowne Association as a result of foreclosure. The remedies herein provided shall not be exclusive and the Lansdowne Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 8.9. Successor's Liability for Assessments. In addition to the personal obligation of each Owner of a Privately Owned Site to pay all Assessments thereon and the Lansdowne Association's lien on a Privately Owned Site for such Assessments, all successors to the fee simple title of a Privately Owned Site, except as provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and reasonable attorneys' fees against such Privately Owned Site, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring title to the Site shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Privately Owned Site. In addition, such successor shall be entitled to rely on the statement of liens shown on any statement issued by or on behalf of the Lansdowne Association under Section 8.12 hereof. The recording of a statement or certificate of lien is not a precondition to the obligation of a successor Owner to pay Assessments that pre-date such successor's acquisition of title to a Privately Owned Site.

Section 8.10. Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded First Mortgage and to any refinancing loan to refinance any such purchase money loan, provided that any such refinancing is evidenced by a First Mortgage of record. However, the lien of the Assessments shall be superior to and prior to any homestead exemption now or hereafter provided by the laws of the State of Ohio, and acceptance of a deed to any part of the Lansdowne Area shall constitute a waiver of the homestead exemption by the grantee in the deed. No sale or transfer shall relieve a Privately Owned Site from liability for any Assessments or from the lien thereof. However, sale or transfer of any Privately Owned Site pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Privately Owned Sites as a common expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Privately Owned Site from liability for, nor the Privately Owned Site from the lien of, any Assessments made thereafter.

Section 8.11. Exempt Properties. The following portions of the Lansdowne Area shall be exempt from the Assessments, charges, and liens created herein:

8.11.1. All properties dedicated to and accepted by the Village of New Albany, Ohio, the New Albany Community Authority or any other governmental entity, and devoted to public use;

8.11.2. All utility lines and easements;

8.11.3. The Lansdowne Association Properties; and

8.11.4. Any property owned by the Country Club Community Association or the Master Association or with respect to which the Country Club Community Association or the Master Association has any right, title or interest.

Section 8.12. Statement of Status of Assessments. Upon 10 days written notice to the Treasurer of the Lansdowne Association or the Manager and payment of a processing fee set by the Lansdowne Association from time to time, not to exceed \$50, any Owner or Mortgagee of a Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site setting forth:

8.12.1. The amount of any unpaid Assessments (whether Base, Special, or Default Assessments), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Privately Owned Site;

8.12.2. The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

8.12.3. Any other information deemed proper by the Lansdowne Association.

The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the Lansdowne Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 8.13. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Lansdowne Association.

ARTICLE IX

USE OF MAINTENANCE FUNDS

Section 9.1. Application of Assessments. The Lansdowne Association shall apply all funds, including, without limitation, all Assessments received by it pursuant to this Declaration, and all other funds and property received by it from any source, including, without limitation, the proceeds of loans referred to in Section 9.2 and the surplus of funds referred to in Section 9.3, to the following, in the order stated:

9.1.1. The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Lansdowne Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 9.2 hereof;

9.1.2. Administrative costs and expenses incurred by the Lansdowne Association in the exercise of its powers, authority, and duties described in the Lansdowne Documents; and

9.1.3. The promotion of the recreation, health, safety, and welfare of the Owners and occupants of the Lansdowne and for the improvement and maintenance of the

Lansdowne Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision and the salary of the Manager, if any.

Section 9.2. Authority to Borrow Funds. For the purpose of providing funds for uses specified in Section 8.2, the Lansdowne Association is hereby granted the right to borrow funds from time to time upon such terms and conditions deemed appropriate by the Board. In order to secure the repayment of any and all sums borrowed by or loaned to it from time to time, the Lansdowne Association is hereby granted the right and power:

9.2.1. To assign and pledge all funds received and to be received by it under any provision of the Lansdowne Documents, including, but not limited to, the proceeds of the Base Assessments payable hereunder;

9.2.2. To enter into agreements with holders and owners of any debt obligations with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Lansdowne Association covenants:

(a) to assess the Base Assessments on a given day in each year and to assess the same at a particular rate or rates;

(b) to establish sinking funds or other security deposits;

(c) to apply all funds received by the Lansdowne Association first to the payment of all principal and interest, when due, on such debts, or to apply the same to such purpose after providing for costs of collection;

(d) to establish such collection, payment and lien enforcement procedures, not inconsistent with the provisions of the Lansdowne Documents, as may be required by holders or owners of any such debt obligation;

(e) to provide for the custody and safeguarding of all funds received by the Lansdowne Association; and

9.2.3. Subject to the provisions of Sections 7.2 and 15.5, to grant and convey mortgages and security interests in the Lansdowne Association Properties.

The amounts, terms and rates of 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 9.3. Authority to Maintain Surplus. The Lansdowne 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 Lansdowne Association be obligated to apply any such surplus to the reduction of the amount of the Base 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 Lansdowne Association and the effectiveness of its purposes as set forth in the Lansdowne Documents.

ARTICLE X

LANSDOWNE AREA USE RESTRICTIONS

Section 10.1. General Restriction. All property located in the Lansdowne Area shall be used only for the purposes set forth herein, as permitted by the applicable ordinances of the Village of New Albany, Ohio and the laws of the State of Ohio and the United States, and as set forth in the Lansdowne Documents and specific recorded covenants affecting all or any part of the Lansdowne Area in the Country Club Community Documents or the Master Association Documents, and any amendments thereto.

Section 10.2. Maintenance of Privately Owned Sites. Except as provided otherwise herein (including, without limitation, Article XIII), in the Lansdowne Documents, the Country Club Community Documents or the Master Association Documents, or by written agreement within the Lansdowne Association, all maintenance of the Privately Owned Sites and all structures, landscaping, parking areas, and other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain said Privately Owned Site in accordance with the Lansdowne Documents and the Community Standard.

Section 10.2.1 The Lansdowne Association may, in the discretion of the Board, assume the maintenance responsibilities of the Owner of a Privately Owned Site if, in the opinion of the Board, the level and quality of maintenance responsibility provided by such Owner does not satisfy the Lansdowne Documents or the Community Standard. The Country Club Community Association or the Master Association may, in the sole discretion of the board of trustees of the Country Club Community Association or the Master Association, assume the maintenance responsibilities of such Owner if, in the opinion of the board of trustees of the Country Club Community Association or the Master Association, the level and quality of maintenance being provided by such Owner does not satisfy the Community Standard, and the Lansdowne Association has failed to adequately provide such maintenance.

Section 10.2.2 Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building, landscape maintenance, or fence maintenance or within 10 days in the case of other maintenance, after mailing of such written notice, then the Lansdowne Association may proceed with such remedial action.

Section 10.2.3 Before assuming the maintenance responsibilities, the board of trustees of the Country Club Community Association or the Master Association shall notify the Owner and the Board of the Lansdowne Association in writing of its intention to do so, and if such Owner or the Lansdowne Association has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building, landscape maintenance, or fence maintenance or within 10 days in the case of other maintenance,

after the date of the mailing of such written notice, then the Country Club Community Association or the Master Association may proceed.

Section 10.2.4 The notice requirements set forth in this Section 10.2 will not be required if an emergency exists in the reasonable judgment of the Lansdowne Association, the Country Club Community Association or the Master Association, as the context requires.

Section 10.2.5 The expenses of such maintenance shall be reimbursed to the Country Club Community Association, the Master Association or the Lansdowne Association, as the context requires, by the Owner. Such charges shall be a Default Assessment and lien on the Privately Owned Site of the Owner as provided in Section 8.7 hereof. The rights of the Lansdowne Association, the Country Club Community Association and the Master Association set forth in this Section 10.2 shall be in addition to all other rights of the Lansdowne Association set forth in the Lansdowne Documents and all other rights of the Country Club Community Association and the Master Association set forth in the Country Club Community Documents and Master Association Documents and may be performed by the Lansdowne Association, the Country Club Community Association, the Master Association and their respective agents, employees, successors or assigns.

Section 10.2.6 By Acceptance of a deed to a Site, each Owner releases the Lansdowne Association, the Country Club Community Association, the Master Association and their respective officers, trustees, agents and employees and agrees that no claim may be brought against any party authorized to act under this Section for damages caused in the performance of these rights. Each Owner shall indemnify and hold the Lansdowne Association, the Country Club Community Association, the Master Association and their respective officers, trustees, agents and employees harmless from and against any and all claims arising out of any action undertaken by them pursuant to this Section.

Section 10.3. Partition or Combination of Privately Owned Sites. No part of a Privately Owned Site may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each Privately Owned Site shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by this Declaration, including the Owner's membership in the Lansdowne Association and the right to use the Common Property, and liability for all Assessments as established for such Privately Owned Site by the Board. No Privately Owned Site may be subdivided into two or more Sites and no Privately Owned Site may be combined with one or more additional Sites to form one or more Privately Owned Sites without the written consent of both Declarant (or of the Lansdowne Association after the Turnover Date) and The New Albany Company, and only after full compliance with all county and municipal zoning and subdivision regulations. Declarant's and The New Albany Company's consent shall be conditioned upon payment by the Owner or Owners concerned of all expenses thereof, including legal and accounting fees. Any recorded instrument for partition or combination of Privately Owned Sites shall make adequate provision for the adjustment of voting rights and liability for payment of Assessments appurtenant to or imposed on such Privately Owned Sites.

Section 10.4. Compliance With Insurance Requirements. It shall be the responsibility of the individual Owners, and at their expense, to make arrangements in regard to title insurance on their Privately Owned Sites upon any resale, for hazard insurance on the Improvements, personal property and furnishings located on their Privately Owned Sites, and for public liability insurance covering their Privately Owned Sites; provided, however, that none of the above-described insurance coverages shall violate insurance requirements of the Lansdowne Association, the Country Club Community Association or the Master Association. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Privately Owned Site as such Owner concludes to be desirable; provided, however, that none of such insurance coverages obtained by an Owner shall affect any insurance coverages obtained by the Country Club Community Association or the Master Association or the Lansdowne Association nor cause the diminution or termination thereof. Any such insurance obtained by an Owner shall waive the particular insurance company's right of subrogation against the Country Club Community Association or the Master Association, the Lansdowne Association and other Owners.

Section 10.5. Damage or Destruction on Privately Owned Sites. In the event of damage or destruction to the Improvements located on any of the Privately Owned Sites, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within 90 days from the date of such damage or destruction, then the Lansdowne Association may, after notice and hearing as provided in the Code of Regulations, impose a fine of not less than \$500 per day on the Owner of the Privately Owned Site until repair and reconstruction is commenced. Each Owner shall diligently proceed with all repair and reconstruction and if repair and reconstruction is commenced but then abandoned for a period of more than 30 days, then unless the Owner can prove to the satisfaction of the Lansdowne Association that such failure is due to circumstances beyond the Owner's control, the Lansdowne Association may, after notice and hearing as provided in the Code of Regulations, impose a fine of not less than \$500 per day on the Owner of such Site until repair and reconstruction is recommenced. Such fine shall be a Default Assessment and a lien against the Privately Owned Site as provided in Section 8.7 hereof.

Section 10.6. Vehicles.

10.6.1. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Lansdowne Area, including but not limited to the Common Property. In addition to its authority to levy Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

10.6.2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the street in Lansdowne, or on any Site or Common Property (except in an approved enclosed structure, shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Site on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six cumulative hours in any thirty (30)

day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during the construction of dwellings on the Sites.

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

Section 10.7. Abandoned, Inoperable, or Oversized Vehicles. Abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Lansdowne Area, except in an approved enclosed garage, entirely screened from view. "Abandoned or inoperable vehicle" shall be defined as any vehicle which is not functionally or legally operable on public roadways, or which has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this shall not include vehicles parked by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within 72 hours thereafter, the Lansdowne Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage. No unsightly or oversized vehicles, snow removal equipment, garden maintenance equipment, or other unsightly equipment or machinery shall be stored on any portion of the Lansdowne Area other than in an approved garage, entirely screened from view; and the storage or parking of oversized vehicles may be prohibited by Declarant, the Committee or the Board, or limited to a location or locations designated thereby.

Section 10.8. Landscaping. All Carriage Home Lots must be landscaped according to both Exhibit C attached hereto and any additional standards adopted by the Committee. The Declarant or the Committee may require a Site to be landscaped according to an approved plan prior to the start of construction on any other Improvements. All landscaping, including pre-construction landscaping, must be maintained according to the standards set forth in the rules, regulations and guidelines of the Architectural Review Committee and the Lansdowne Rules.

10.9. Fences. The Committee shall have the authority to establish standards according to which fencing and walls may be permitted in Lansdowne. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in

certain areas. All fencing and walls shall meet any applicable requirements (if any) in Subparagraph 10.10 below, and shall conform to the standards set forth by the Architectural Review Committee and must be approved by the Architectural Review Committee, in writing, prior to the installation thereof.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder and in no event shall chain link or similar metal or wire fencing be permitted.

10.10. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Lansdowne Area is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

ARTICLE XI
[RESERVED]

ARTICLE XII

EASEMENTS AND LICENSES

Section 12.1. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from the Owner's Site, which rights shall be appurtenant to, and shall pass with the title to the Owner's Site, subject to the terms and limitations set forth in this Declaration, and subject to the Rules. An Owner may delegate the Owner's rights of access and enjoyment to Related Users, family members, occupants, guests, licensees and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to (i) this Declaration, (ii) the provisions of any Plat(s) or (iii) agreements with any governmental entities or other third parties.

Section 12.2. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Lansdowne Association shall have a right of entry and access to the Property, including without limitation the Sites, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Site to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-

two (72) hours advance notice to the Owner, except in cases of emergency, where no such advance notice shall be required.

Section 12.3. Easement for Utilities and Other Purposes. The Association or Declarant may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Association or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Association or Declarant may not convey any easement over a Site without the prior written consent of the Owner of such Site (which consent shall not be unreasonably delayed or withheld). Declarant shall have the absolute right within (i) areas designated as drainage courses on the Plat, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of Lansdowne, to enter upon Sites and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Site, or to any Improvements thereon, Declarant shall be responsible for the restoration of such portions or Improvements at Declarant's sole cost.

Section 12.4. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery persons, garbage removal personnel, maintenance providers, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Property to perform their duties.

Section 12.5. Reservation of Special Easements. Attached hereto as Exhibit D is a site plan of Lansdowne upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which Declarant reserves easements ("Special Easements") for the purpose of constructing Improvements or conveying rights deemed by Declarant to be beneficial to the Property. Unless indicated otherwise on Exhibit D, the Special Easement areas are also No-Build Zones (as hereinafter defined). The Special Easement areas may be parts of individual Sites instead of on Common Property. In such cases, the Owner(s) of the Site(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement areas, unless provided otherwise herein. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by Declarant, the State or the Association, the responsibilities of the Site Owner on whose Site such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements, unless

provided otherwise herein. Nothing contained in this Section shall require that Declarant reserve or establish Special Easements, and if no areas on Exhibit D have been shaded or cross-hatched, Declarant has not reserved any Special Easements.

Section 12.6. No-Build Zones/Non-Disturbance/Buffer/Preservation.

12.6.1. Any areas designated on the Plat, in prior deed restrictions, or on Exhibit D, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Committee. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms herein;

12.6.2. Any areas designated on the Plat, in prior deed restrictions, or on Exhibit D "Non-Disturbance" zones are deemed to be No-Build Zones, except that within Non-Disturbance zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Declarant;

12.6.3. Areas designated on the Plat, in prior deed restrictions, or on Exhibit D, as "Buffer" areas are deemed to be No-Build Zones. The Declarant may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the Plat or herein, the on-going maintenance of Declarant-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Site(s) the landscaping is located. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

12.6.4. Areas designated on the Plat, in prior deed restrictions, or on Exhibit D, as "Preservation" zones, "Conservation" zones or the like are deemed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or 'poisonous' plants) shall be removed unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Site such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone.

ARTICLE XIII

MAINTENANCE

Section 13.1. Maintenance by Association.

13.1.1. General Responsibility. The Association shall maintain and keep in good repair the Lansdowne Association Property as set forth in Article V. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit Lansdowne.

13.1.2. Lawn Mowing and Maintenance of Sites. Because of the unique sizes and configurations of the Carriage Home Lots, the Association has the right, but not the obligation, to provide lawn mowing services to the Carriage Home Lots. Such service will be provided at such frequency as the Board determines, and will be limited to the area of each Carriage Home Lot which is delineated on Exhibit E attached to this Declaration. All other mowing and all other lawn maintenance activities (e.g., mowing areas not included on aforementioned exhibits, fertilization, aeration, watering, weed control, etc.) on the Carriage Home Lots shall be the responsibility of the Owners of the Carriage Home Lots unless the Association, in its discretion, chooses to assume those responsibilities.

13.1.3. Mulching and Landscape Replacement. The Association also has the right, but not the obligation, to be responsible for seasonal mulching of certain landscape beds of the Carriage Home Lots as identified on Exhibit E. The Owner shall be responsible for all other maintenance of the landscape beds (e.g., weeding, edging, watering and replacing dead plants). If an Owner of a Carriage Home Lot desires to change the plantings, originally planted by Declarant as part of the landscaping, or add new plantings in the landscape beds, such Owner must secure approval from the Committee prior to effecting any such change.

13.1.4. Bulb Replacement. The Association also has the right, but not the obligation, to be responsible for the replacement of bulbs on (a) post lamps and (b) light fixtures placed on either side of each Carriage Lot garage.

13.1.5. Costs Treated as Common Expenses. All costs incurred by the Association in providing the services described in this Section XIII shall be Common Expenses subject, however, to the provisions of Section 13.4.

Section 13.2. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at each Owner's expense and in accordance with the Community Standard, said Owner's Site, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, said Owner's Site, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to this Declaration or by a governmental authority. This maintenance responsibility includes, without limitation, landscape maintenance, exterior repair, and promptly furnishing all necessary materials and performing or causing to be performed at the Owner's own expense all maintenance, repairs and replacements within such Site that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of each Owner's Site that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

Section 13.3. Right of Association to Repair Site. If any Owner fails to maintain such Owner's Site in the manner required in this Declaration, and if the Board determines that

any maintenance of that Site is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Site at any reasonable time to complete the necessary maintenance in accordance with the terms of this Declaration and the Board may levy an Assessment for all reasonable expenses incurred.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.1. Term. The covenants and restrictions of this Declaration shall run with the land and bind the Lansdowne Area for a term of 50 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of 10 years each, unless otherwise terminated or modified as hereinafter provided.

Section 14.2. Amendment. Subject to the provisions of Article XV of this Declaration, until the Turnover Date, Declarant may, with the prior written approval of The New Albany Company, but without the approval of any other Owners, amend this Declaration at any time and from time to time. After the Turnover Date, Declarant may, with the written approval of The New Albany Company, amend this Declaration if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Privately Owned Sites, (c) required to conform to the requirements of FMNA or FHLMC, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned Site unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant, after the Turnover Date, may be made only with the consent of Declarant, The New Albany Company and the affirmative vote or written consent, or any combination thereof, of at least 67% of the Members; provided, however, that the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Notwithstanding any provision of this Declaration to the contrary, no amendment may remove, revoke, or modify any right or privilege of Declarant, The New Albany Company and/or the Master Association, as the context requires, or the assignee of such right or privilege.

Section 14.3. Effective on Recording. Any amendment hereto, to be effective, must be recorded in the office of the Recorder of Franklin County, Ohio as hereinafter provided. A copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant as required herein) accompanied by a certificate of a licensed abstract or title company as to ownership, or a copy of the amendment or modification together with a duly authenticated certificate of the Secretary of the Board stating that the required number of consents of Owners and a certificate of licensed title or abstract company were obtained and are on file in the office of the Lansdowne Association, shall be recorded in the office of the Recorder of Franklin County, Ohio. Any amendment shall be effective immediately upon such recordation.

Section 14.4. Revocation. This Declaration shall not be revoked without the consent of all of the Owners in a written instrument duly recorded.

Section 14.5. Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Country Club Community Documents, Master Community Documents and Lansdowne Documents.

Section 14.6. Violations Deemed a Nuisance. Every violation hereof or of any other of the Lansdowne Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof. In addition, all public and private remedies allowed at law or equity against anyone in violation of this Declaration or any provision herein shall be available.

Section 14.7. Compliance. Each Member, Owner, or other occupant of any part of the Lansdowne Area shall comply with the provisions of the Lansdowne Documents as the same may be amended from time to time.

Section 14.8. Failure to Comply. Failure to comply herewith shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Code of Regulations shall be given to the non-complying Owner prior to commencing any legal proceedings.

Section 14.9. Enforcement. The Lansdowne Association, the Master Association or any Owner shall have the right to enforce against any Owner, the Country Club Community Association, and the Master Association or any Owner shall have the right to enforce against the Lansdowne Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Lansdowne Association, by the Country Club Community Association, by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.10. Remedies. In addition to the remedies set forth above in this Article XIV, any violation of the Lansdowne Documents shall give to the Board, the Manager, the Country Club Community Association, the Master Association or the Declarant, on behalf of the Owners, the right to enter upon the offending Site or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any Building, thing or condition that may exist thereon contrary to the intent and meaning of the Lansdowne Documents. If the offense occurs on any easement, walkway, Common Property or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition. The Board, the Manager, the Master Association, the Country Club Community Association, and their respective trustees, officers, agents and employees shall have no liability to any Owner or its occupants, guests, Related Users, or tenants for an action taken pursuant to this Declaration.

Section 14.11. Non-Exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 14.12. No Liability. No member of the Board, the Declarant, the Architectural Review Committee, the Manager, the Master Association nor any Owner shall be

liable to any other Owner for the failure to enforce any of the Lansdowne Documents at any time.

Section 14.13. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of or to restrain the violation of the Lansdowne Documents, the prevailing party shall be entitled to recover all costs incurred by it in such, including reasonable attorneys' fees as may be incurred, or if suit is brought, as may be determined by the court.

Section 14.14. Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Lansdowne Association or the Architectural Review Committee relating to the interpretation, performance or non-performance, violation, or enforcement of the Lansdowne Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the Code of Regulations.

Section 14.15. Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or enforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 14.16. Construction. In interpreting words 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.

Section 14.17. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 14.18. Registration of Mailing Address. Each Owner and Member shall register Each Owner's and Member's mailing address with the Secretary of the Lansdowne Association from time to time. If any Owner or Member fails to register the Owner's and Member's mailing address, such address shall be deemed to be the address of the Owner's Privately Owned Site.

Section 14.19. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the address of such Owner or Member on file in the records of the Lansdowne Association at the time of such mailing. Notice to the Board, the Lansdowne Association or to the Architectural Review Committee shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the Lansdowne Association, the Board, the Committee or the Manager, at such address as shall be established by the Lansdowne Association from time to time by notice to the Owners and Members.

Section 14.20. Waiver. No failure on the part of the Lansdowne Association, the Board or the Committee to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein specifically provided, should the Board or Committee fail to respond to certain requests. No waiver shall be effective unless it is

in writing, signed by the president or vice president of the Board on behalf of the Lansdowne Association or by the chairman of the Committee if on behalf of the Committee.

Section 14.21. Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the Code of Regulations, this Declaration shall control. In case of conflict between the Articles of Incorporation and the Code of Regulations, the Articles of Incorporation shall control. Any conflict between the terms of this Declaration and the terms of any rules, regulations and guidelines promulgated from time to time by the Committee shall be resolved by Declarant in its sole and absolute discretion. In case of conflict between the Lansdowne Documents and the Country Club Community Documents, the Country Club Community Documents shall control. In the case of a conflict between the Lansdowne Documents and the Master Community Documents, the Master Community Documents shall control.

Section 14.22. Assignment. Declarant may, with the written approval of The New Albany Company, assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Lansdowne Association Properties. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the office of the Recorder of Franklin County, Ohio.

Section 14.23. Use of Club Facilities. Neither membership in the Master Association, the Lansdowne Association nor ownership or occupancy of a Privately Owned Site shall confer any membership or ownership interest in or right of any kind to use the facilities of The New Albany Country Club. Such facilities shall not be subject to this Declaration or the Lansdowne Documents and are not part of the Common Property. Rights to use such facilities will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of such facilities. The owner of such facilities shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of such facilities, including, without limitation, eligibility for and limitation of use rights, categories of use and extent of use privileges and number of users, and shall also have the right to reserve use rights, to terminate use rights altogether, and, to sell, transfer or convey such facilities to any party (including a member-owned club) on any terms, and to require the payment of a membership contribution, initiation deposit, initiation fee, dues and other charges for use privileges.

Section 14.24. Independent Builders. Lansdowne is a master planned community being developed by the Declarant. The individual residential units constructed within the Lansdowne Area may be constructed by the Declarant or by an independent contractor who purchases the Privately Owned Site from the Declarant. If the unit is constructed by a person or an entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions or any principal, officer, trustee, partner, agent or subcontractor.

Section 14.25. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Lansdowne Association unless approved by a vote of 75% of

the Members. This Section shall not apply, however, to (a) actions brought by the Lansdowne Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by Lansdowne Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant and approved by The New Albany Company or is approved by the percentage vote, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14.26. Non-Condominium/Non-Cooperative. The Lansdowne Association does not and is not intended to constitute a condominium association or a cooperative association. The Lansdowne Area is not intended to be condominium property, or cooperative property under applicable law. This Declaration is not part of the common elements of any condominium or cooperative unless subject to a declaration of condominium or cooperative encumbering any such property.

Section 14.27. Limitation of Liability and Indemnification. The Lansdowne Association shall indemnify every officer, trustee and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, trustee or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Lansdowne Association (except to the extent that such officers or trustees may also be Owners), and the Lansdowne Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Lansdowne Association shall, at its expense, maintain adequate general liability and officers' and trustees' liability insurance as required in Article V to fund this obligation, if such insurance is reasonably available.

Section 14.28. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to the Owner's Site, such Owner shall give the Board of Trustees at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Trustees may reasonably require. Until such written notice is received by the Board of Trustees, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Site hereunder, including payment of Assessments, notwithstanding the transfer of title to the Site.

Section 14.29. Security. The Lansdowne Association may, but shall not be obligated to, maintain or support certain activities within the Lansdowne Area designed to make the Lansdowne Area safer than it otherwise might be including, but not limited to, providing or

entering into agreements with others to provide security services to the Lansdowne Area. The Lansdowne Association shall have the right to charge a fee to Owners utilizing such services. Neither the Lansdowne Association, Declarant, The New Albany Company nor any successor of Declarant of The New Albany Company shall in any way be considered insurers or guarantors of security within the Lansdowne Area, however, and neither the Lansdowne Association, Declarant, The New Albany Company nor any successor of Declarant or The New Albany Company shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, guests, Related Users and invitees of any Owner, as applicable, acknowledge that the Lansdowne Association and its Board of Trustees, Declarant, The New Albany Company or any successor of Declarant or The New Albany Company do not represent or warrant that any fire protection system, burglar alarm system or other security system installed in any Privately Owned Site may not be compromised or circumvented, or that any fire protection or burglar alarm systems or other security systems will prevent loss, injury or death by fire or otherwise. Each Owner, by acceptance of a deed to a Site, releases and indemnifies Declarant, The New Albany Company and the Lansdowne Association from all claims arising out of any security measures undertaken or provided by or through Declarant, The New Albany Company or the Lansdowne Association.

Section 14.30. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 14.31. Schedule of Exhibits. Attached hereto and incorporated herein by this reference are the following exhibits (collectively, the "Exhibits"):

Exhibit A	Legal Description of Part 1 Property
Exhibit B	Legal Description of Expansion Lansdowne Properties
Exhibit C	Carriage Home Lots Landscaping
Exhibit D	Special Easements – Shaded/Cross-Hatched
Exhibit E	Carriage Home Lots Mowing/Mulching

ARTICLE XV

MORTGAGEE RIGHTS

Section 15.1. General. The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Privately Owned Sites in Lansdowne. To the extent applicable, necessary, or proper, the provisions of this Article XV apply to this Declaration, the Articles and the Code of Regulations.

Section 15.2. Notices of Action. A holder, insurer, or guarantor of a First Mortgage, who provides written request to the Lansdowne Association (such request to state the name and address of such holder, insurer, or guarantor and identification of the Privately Owned

Site), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

15.2.1. Any condemnation loss or casualty loss which affects a material portion of the Lansdowne Association Properties or which affects any Privately Owned Site on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder.

15.2.2. Any default in performance of any obligation under the Lansdowne Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Privately Owned Site subject to a First Mortgage held, insured, or guaranteed by such Eligible Holder (or any First Mortgage) which continues for a period of 60 days;

15.2.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Lansdowne Association; or

15.2.4. Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 13.3 and 13.4.

Section 15.3. Other Provisions for the Benefit of Eligible Holders. To the extent permitted under Ohio law, the approval of 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be obtained before taking the following actions:

15.3.1. Restoration or repair on the Lansdowne Association Properties, after a partial condemnation or damage due to an insurable hazard, which will not be performed substantially in accordance with the Lansdowne Documents and the original plans and specifications; or

15.3.2. Any election to terminate the legal status of the Lansdowne Association after substantial destruction or a substantial taking in condemnation of the Lansdowne Association Properties.

Section 15.4. Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Ohio law, and except for amendments or terminations made after substantial destruction or a substantial taking in condemnation of the Lansdowne Association Properties, the following approvals shall be required:

15.4.1. The approval of 67% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Lansdowne Association; and

15.4.2. The approval of at least 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to add to or amend any material provisions of the Lansdowne Documents which establish, provide for, govern, or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- (a) Voting;
- (b) Assessments, Assessment liens, subordination of such liens;
- (c) Insurance or fidelity bonds;
- (d) Rights to use of the Common Property;
- (e) Responsibility for maintenance and repair of the Lansdowne Association Properties.
- (f) Convertibility of Privately Owned Sites into Common Properties or Common Properties into Privately Owned Sites;
- (g) Any provisions which are for the express benefit of Mortgagees;
- (h) Reserves for maintenance, and replacement of the Common Property;
- (i) Boundaries of any Privately Owned Site; or
- (j) Leasing of Privately Owned Sites.

Section 15.5. Other Approval Requirements. Unless at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) have given their prior written approval, the Lansdowne Association shall not be entitled to:

15.5.1. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Property shall not be deemed a transfer within the meaning of this clause);

15.5.2. Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

15.5.3. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Privately Owned Sites, and the maintenance of the Common Property; provided, however, the issuance and amendment of architectural standards, procedures, rules, regulations, guidelines or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.

15.5.4. Fail to maintain fire and extended coverage insurance on insurable Improvements to the Common Property in an amount equal to 100% of current replacement cost; or

15.5.5. Use hazard insurance proceeds for losses to the Improvements to the Common Property for other than the repair, replacement, or reconstruction of such Improvements.

Section 15.6. First Mortgagees May Pay Lansdowne Association Assessments. Any First Mortgagee may, jointly or singly, pay Assessments, taxes or other charges which are in default and which may or have become a charge against any of the Lansdowne Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Lansdowne Association Properties, and

First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Lansdowne Association.

Section 15.7. Approval Deemed Given. If approval of an Eligible Holder or First Mortgagee is requested in writing pursuant to this Article XV and a negative response is not received by the Lansdowne Association within 30 days after such Eligible Holder's or First Mortgagee's receipt thereof, then such Eligible Holder or First Mortgagee shall be deemed to have given its approval.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first above written.

M/I HOMES OF CENTRAL OHIO, LLC
an Ohio limited liability company

By: J. Thomas Mason
J. Thomas Mason, Senior Vice-President
and General Counsel

STATE OF OHIO : SS.
COUNTY OF FRANKLIN :

This agreement was acknowledged and signed before me this 14th day of June, 2005, by J. Thomas Mason, Senior Vice-President and General Counsel of M/I HOMES OF CENTRAL OHIO, LLC, an Ohio limited liability company, on behalf of the company.



MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires
Dec. 15, 2006

Mary K. Chidester
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Sheila Nolan Gartland, Esq.
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street,
Columbus, Ohio 43215-1008

EXHIBIT A

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

Being Lot Nos. One (1) through Thirty-Five (35), both inclusive, and Reserves A, B, and C in NEW ALBANY COUNTRY CLUB SECTION 20 PART 1 as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 103, pages 84-85, Recorder's Office, Franklin County, Ohio.

EXHIBIT B

16.550 ACRES

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being part of those tracts, conveyed to The New Albany Company by deeds of record in Official Records 12773C08, 12773F17, 13015J15, 14554B14, 14626F01, 16448H17 and 20542A01, all of that tract conveyed to New Albany Company Limited Partnership by deed of record in Instrument Number 199707110045402, and part of those tracts conveyed to The New Albany Company Limited Partnership by deed of record in Official Record 33387I17, and Instrument Number 199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road with Thompson Road;

thence North $86^{\circ} 19' 35''$ West, with the centerline of said Thompson Road, a distance of 390.52 feet to the True Point of Beginning;

thence North $86^{\circ} 19' 35''$ West, continuing with the centerline of Thompson Road, a distance of 824.00 feet to a point;

thence across said New Albany Company, LLC tracts the following courses and distances:

North $03^{\circ} 40' 25''$ East, a distance of 106.00 feet to a point on the arc of a curve to the left;

with the arc of said curve having a central angle of $90^{\circ} 00' 00''$, a radius of 33.00 feet, an arc length of 51.84 feet, having a chord bearing and distance of North $48^{\circ} 40' 25''$ East, 46.67 feet to a point of tangency;

North $03^{\circ} 40' 25''$ East, a distance of 240.00 feet to a point of curvature to the right;

with the arc of said curve having a central angle of $08^{\circ} 57' 10''$, a radius of 308.00 feet, an arc length of 48.13 feet, having a chord bearing and distance of North $08^{\circ} 09' 00''$ East, 48.08 feet to a point of tangency;

North $12^{\circ} 37' 35''$ East, a distance of 272.32 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of $95^{\circ} 55' 14''$, a radius of 33.00 feet, an arc length of 55.25 feet, having a chord bearing and distance of North $35^{\circ} 20' 02''$ West, 49.02 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of $04^{\circ} 31' 12''$, a radius of 1000.00 feet, an arc length of 78.89 feet, having a chord bearing and distance of North $81^{\circ} 02' 03''$ West, 78.87 feet to a point of reverse curvature;

16.550 ACRES

-Page 2-

with the arc of said curve, having a central angle of $86^{\circ} 59' 22''$, a radius of 20.00 feet, an arc length of 30.37 feet, having a chord bearing and distance of South $57^{\circ} 43' 53''$ West, 27.53 feet to a point;

North $75^{\circ} 45' 48''$ West, a distance of 50.00 feet to a point;

North $14^{\circ} 14' 12''$ East, a distance of 169.37 feet to a point of curvature of a curve to the left;

with arc of said curve, having a central angle of $87^{\circ} 32' 37''$, a radius of 20.00 feet, an arc length of 30.56 feet, having a chord bearing and distance of North $29^{\circ} 32' 07''$ West, 27.67 feet to a point;

North $16^{\circ} 41' 34''$ East, a distance of 60.00 feet to a point on the arc of a curve to the left;

with the arc of said curve, having a central angle of $24^{\circ} 23' 59''$, a radius of 770.00 feet, an arc length of 327.91 feet, a chord bearing and distance of South $85^{\circ} 30' 25''$ East, 325.44 feet to a point of tangency; and

North $82^{\circ} 17' 36''$ East, a distance of 344.08 feet to a corner of that subdivision entitled "The New Albany Country Club Section 20 Part 1" of record in Plat Book 103, Pages 84 and 85;

thence with the westerly perimeter of said "New Albany Company 20 Part 1", the following courses and distances:

South $07^{\circ} 42' 24''$ East, a distance of 226.00 feet to a point;

North $82^{\circ} 17' 36''$ East, a distance of 6.08 feet to a point of curvature or a curve to the right;

with the arc of said curve, having a central angle of $01^{\circ} 48' 17''$, a radius of 1095.28 feet, an arc length of 34.50 feet, having a chord bearing and distance of North $83^{\circ} 11' 44''$ East, 34.50 feet to a point of compound curvature;

with the arc of said curve, having a central angle of $92^{\circ} 12' 43''$, a radius of 33.00 feet, an arc length of 53.11 feet, having a chord bearing and distance of South $49^{\circ} 47' 46''$ East, 47.56 feet to a point of tangency;

South $03^{\circ} 41' 24''$ East, a distance of 162.64 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of $152^{\circ} 01' 14''$, a radius of 10.00 feet, an arc length of 26.53 feet, having a chord bearing and distance of South $72^{\circ} 19' 13''$ West, 19.41 feet to a point;

16.550 ACRES

-Page 3-

South 58° 19' 50" West, a distance of 16.00 feet to a point on the arc of a curve to the right;

with the arc of said curve, having a central angle of 27° 58' 46", a radius of 282.00 feet, an arc length of 137.71 feet, having a chord bearing and distance of South 17° 40' 47" East, 136.35 feet to a point of tangency;

South 03° 41' 24" East, a distance of 111.77 feet to a point of curvature of a curve to the right;

with the arc of said curve, having a central angle of 07° 21' 49", a radius of 992.00 feet, an arc length of 127.49 feet, a chord bearing and distance of South 00° 00' 30" East, 127.41 feet to a point of tangency;

South 03° 40' 25" West, a distance of 121.66 feet to a point of curvature of a curve to the right;

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 49.00 feet, an arc length of 76.97 feet, having a chord bearing and distance of South 41° 19' 35" East, 69.30 feet to a point; and

South 03° 40' 25" West, a distance of 90.00 feet to the True Point of Beginning, and containing 16.550 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JOY:abt/May 23, 05
16_550 acres 40410.doc

12.314 ACRES

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being part of those tracts, conveyed to The New Albany Company by deeds of record in Official Records 12773C08, 12773F17, 13015J15, 14554B14, 14626F01, 16448H17 and 20542A01, all of that tract conveyed to New Albany Company Limited Partnership by deed of record in Instrument Number 199707110045402, and part of those tracts conveyed to The New Albany Company Limited Partnership by deed of record in Official Record 33387117, and Instrument Number 199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road with Thompson Road;

thence North $86^{\circ} 19' 35''$ West, with the centerline of said Thompson Road, a distance of 1214.52 feet to the True Point of Beginning;

thence North $86^{\circ} 19' 35''$ West, continuing with the centerline of said Thompson Road, a distance of 835.63 feet to the southeasterly corner of that tract conveyed to Dwight K. Vance and Sherry L. Vance tract conveyed by deed of record in Deed Book 3712, Page 188;

thence North $03^{\circ} 08' 36''$ East, with the easterly line of said Vance tract, a distance of 585.00 feet to the northeasterly corner thereof;

thence across said New Albany Company LLC tracts the following courses and distances:

South $86^{\circ} 19' 35''$ East, a distance of 630.55 feet to a point of curvature of a curve to the right;

with the arc of said curve having a central angle of $10^{\circ} 33' 47''$, a radius of 325.00 feet, an arc length of 59.92 feet, having a chord bearing and distance of South $81^{\circ} 02' 42''$ East, 59.83 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of $90^{\circ} 00' 00''$, a radius of 20.00 feet, an arch length of 31.42 feet, having a chord bearing and distance of North $59^{\circ} 14' 12''$ East, 28.28 feet to a point of tangency;

North $14^{\circ} 14' 12''$ East, a distance of 141.24 feet to a point;

South $75^{\circ} 45' 48''$ East, a distance of 50.00 feet to a point on the arc of a curve to the right;

12.314 ACRES

-Page 2-

with the arc of said curve, having a central angle of $86^{\circ} 59' 22''$, a radius of 20.00 feet, an arc length of 30.37 feet, having a chord bearing and distance of North $57^{\circ} 43' 53''$ East, 27.53 feet to a point of curvature to the right;

with the arc of said curve, having a central angle of $04^{\circ} 31' 12''$, a radius of 1000.00 feet, an arc length of 78.89 feet, having a chord bearing and distance of South $81^{\circ} 02' 03''$ East, 78.87 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of $95^{\circ} 55' 14''$, a radius of 33.00 feet, an arc length of 55.25 feet, having a chord bearing and distance of South $35^{\circ} 20' 02''$ East, 49.02 feet to a point of tangency;

South $12^{\circ} 37' 35''$ West, a distance of 272.32 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of $08^{\circ} 57' 10''$, a radius of 308.00 feet, an arc length of 48.13 feet, having a chord bearing and distance of South $08^{\circ} 09' 00''$ West, 48.08 feet to a point of tangency;

South $03^{\circ} 40' 25''$ West, a distance of 240.00 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of $90^{\circ} 00' 00''$, a radius of 33.00 feet, an arc length of 51.84 feet, having a chord bearing and distance of South $48^{\circ} 40' 25''$ West, 46.67 feet to a point; and

South $03^{\circ} 40' 25''$ West, a distance of 106.00 feet to the True Point of Beginning, and containing 12.314 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JOY:sbl/May23, 05
12_314 acres 40410.doc

EXHIBIT C

Carriage Home Lot Landscaping

[Exhibit to be added by amendment to this Declaration.]

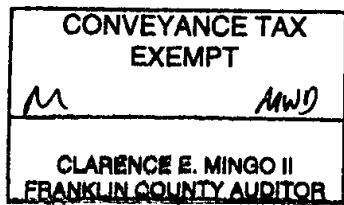
EXHIBIT D

[Intentionally omitted.]

EXHIBIT E

Carriage Home Lots Mowing/Mulching

[Exhibit to be added by amendment to this Declaration.]



TRANSFER
NOT NECESSARY

SEP 13 2016

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

**FIRST AMENDMENT TO THE CODE OF REGULATIONS
OF
LANSDOWNE HOMEOWNERS' ASSOCIATION, INC.**

The First Amendment (the "First Amendment") to the Code of Regulations (Bylaws) of Lansdowne Homeowners' Association, Inc. (the "Code") is made on or as of this 6 day of September, 2016.

RECITALS

A. A plan of covenants, conditions, restrictions and easements for the Lansdowne Subdivision, situated in the City of New Albany, Franklin County, Ohio, was created by the recording of the Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision), of record as Instrument Number 200506240123154 in the Office of the Recorder of Franklin County, Ohio (the "Declaration"), as the same has been amended and supplemented to date.

B. Pursuant to the provisions of the Declaration and the filing, on or about July 5, 2005, of articles of incorporation with the Ohio Secretary of State, Lansdowne 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 New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision)) (the "Subdivision") for the benefit of Owners of Lots in the Subdivision and for administering and enforcing the terms and conditions of the Declaration. Each Owner of a Lot subjected to the Declaration 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 the Code, and, on or around March 23, 2011, the Code was recorded as Instrument No. 201103230039831, with the Office of the Recorder of Franklin County, Ohio.

D. The Members of the Association desire to amend the Code to modify the provisions of the Code relating to amendment of the provisions of the Code governing when the annual meeting of the Members shall be held.

E. Pursuant to the provisions of Article VIII of the Code, the Code may be amended 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 sixty-seven percent (67%) of the total voting power of the Members.

F. Pursuant to the provisions of Article II, Section 2.02 of the Code, and the provisions of the Declaration, M/I Homes of Central Ohio, LLC, (the "Developer") is entitled to exercise one hundred percent (100%) of the voting power of the Members until the Turnover Date.

G. The Turnover Date has not yet occurred, and the Developer has voted to amend the Code in the manner set forth in this First Amendment.

AMENDMENT

NOW THEREFORE, the undersigned President of the Association hereby certifies that the Developer, pursuant to the power of the Developer to exercise one hundred percent (100%) of the total voting power of the Members, through a mail vote and as evidenced by the consent, vote, and approval at the end of this First Amendment, has approved and adopted the following amendments to the Code of Regulations:

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

2. Amended Language. The following section of the Code is hereby superseded in its entirety and replaced with the following:
 - a. "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 on the last Monday in July of each year, or on such other date within one (1) month thereafter as may be designated by the Board of Directors of the Association (the "Board of Directors" or 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. No meetings of Members shall be required prior to the relinquishment of control of the Association by the Developer."

3. Effect of Amendment. In the case of conflict between the Code and this First Amendment, the terms of this First Amendment shall control. Any term or provision of the Code not amended by this First Amendment shall remain the same and in full force and effect.

IN TESTIMONY WHEREOF, the undersigned President of the Association has executed this First Amendment to the Code of Regulations of Lansdowne Homeowners' Association, Inc., and certifies and affirms its adoption as aforesaid this 6 day of September, 2016.

**LANSDOWNE HOMEOWNERS'
ASSOCIATION, INC.**

By: _____

Name: Jason Francis

Position: President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged and executed before me by Jason Francis, President, on behalf of Lansdowne Homeowners' Association, Inc. who certify and affirm the adoption of this First Amendment as aforesaid this 6th day of September, 2016.

Darlene W. Smith

Notary Public



DARLENE W. SMITH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 25, 2019

CONSENT, VOTE, AND APPROVAL

M/I HOMES OF CENTRAL OHIO, LLC,
An Ohio limited liability company

By: _____

Name: Timothy C. Hall, Jr.

Position: Area President

STATE OF OHIO

COUNTY OF FRANKLIN, SS

The foregoing instrument was acknowledged before me this 6th day of September, 2016, by Timothy C. Hall, Jr., the Area President of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of said limited liability company.

Darlene W. Smith
Notary Public



DARLENE W. SMITH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 25, 2019

This instrument prepared by Jennifer L. Huber, Attorney at Law, Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio 43215.

TRANSFER
NOT NECESSARY

NOV 29 2011

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



20111290155120
Pgs: 5 \$56.00 T20110077013
11/29/2011 3:22PM MEPTRANSOHIO
Daphne Hawk
Franklin County Recorder

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20
(LANSDOWNE SUBDIVISION)**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NEW ALBANY COUNTRY CLUB SECTION 20 (Lansdowne Subdivision) (the "Second Amendment") is made as of the 16th day of November, 2011, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("Declarant") with a mailing address of 3 Easton Oval, Columbus, Ohio 43219.

WHEREAS, A plan of covenants, conditions, restrictions and easements for Lansdowne Subdivision, in the Village of New Albany, Franklin County, Ohio, was created by the filing and recording of the Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) recorded as Instrument No. 200506240123154, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part I (Lansdowne Subdivision, recorded as Instrument Number 200508030155780, each of record in the office of the Recorder, Franklin County, Ohio, (collectively, the "Declaration");

WHEREAS, the Declaration identified certain real property located in the Village of New Albany, Franklin County, Ohio as being "Expansion Lansdowne Properties" or "Expansion Lansdowne Property" permitted to be annexed into and made part of Lansdowne Subdivision and subjected to the provisions of the Declaration;

WHEREAS, pursuant to the terms of Article III of the Declaration, with the prior written approval of The New Albany Company LLC, Declarant reserved the right to expand the Lansdowne Subdivision to include all or any portion of the Expansion Lansdowne Properties and to submit that property to the covenants, easements, conditions and restrictions, and provisions of the Declaration by recording a Supplemental Declaration. This Second Amendment shall be deemed a Supplemental Declaration;

WHEREAS, pursuant to the terms of Article XIV, Section 14.2 of the Declaration, Declarant reserved the right to amend the Declaration at any time and from time to time;

WHEREAS, the Declarant is the owner of all the property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference which property is part of the Expansion Lansdowne Properties and desires to submit such property to the covenants, easements, conditions and restrictions, and provisions of the Declaration;

NOW THEREFORE, pursuant to the powers reserved in Article III and Article XIV, Section 14.2 of the Declaration, Declarant hereby declares that:

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

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

3. Privately Owned Site. Each lot subjected to the provisions of the Declaration hereby, and each lot previously subjected to the provisions of the Declaration, is deemed to be a "Privately Owned Site" as that term is defined in the Declaration.

4. Membership in Lansdowne Association. The Owner or Owners of each Privately Owned Site in the Lansdowne Area, including the Privately Owned Sites subjected to the provisions of the Declaration hereby, is a "Member" of the Lansdowne Association and obligated to pay Assessments to the Lansdowne Association as provided in Section 8.1 of Article VIII of the Declaration. No Owner of any Privately Owned Site may waive or otherwise exempt themselves from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Lansdowne Association Properties or abandonment of that Owner's Privately Owned Site.

5. Carriage Home Lots. Article II of the Declaration is hereby modified by deleting the definition of "Carriage Home Lot" in its entirety and replacing it with the following:

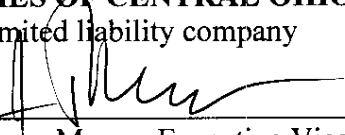
"Carriage Home Lot" shall mean each Privately Owned Site subjected to the provisions of the Declaration (and any lot designated as a Privately Owned Site in any amendment or supplement to this Declaration)."

6. Effect of Amendment. In the case of conflict between the Declaration and this Second Amendment, the terms of this Second Amendment shall control. Any term or provision

of the Declaration not amended by this Second Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment as of the date first above written.

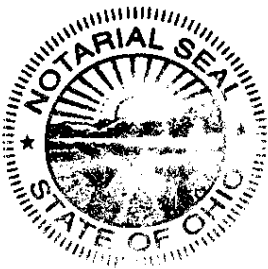
M/I HOMES OF CENTRAL OHIO, LLC,
an Ohio limited liability company

By: 

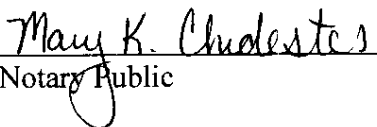
J. Thomas Mason, Executive Vice-President and
General Counsel

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 16th day of November, 2011, by J. Thomas Mason, the Executive Vice-President and General Counsel of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.



MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires
Dec. 15, 2011



Notary Public

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: Brent B. Bradbury

Print Name: Brent B. Bradbury

Its: Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 16 day of November, 2011, by Brent B. Bradbury, the Treasurer of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

Agnes Cisco
Notary Public



Agnes Cisco
Notary Public, State of Ohio
My Commission Expires 07-10-2012

This instrument prepared by: M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 500
Columbus, Ohio 43219

Exhibit A

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

Being Lots 44 through 46, both inclusive, Lots 52, 53, 55 through 63, both inclusive, lots 67 and 68 in New Albany Country Club Section 20 Part 2, as the same are numbered and delineated on the recorded plat thereof, in Plat Book 108, pages 24-25, Recorder's Office, Franklin County, Ohio.

[Faint, illegible text]



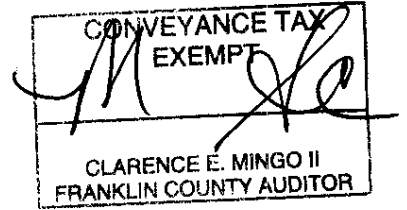
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07/26/2012 8:48AM MEPTRANSOHIO
Daphne Hawk
Franklin County Recorder

TRANSFER
NOT NECESSARY

JUL 25 2012

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20
(LANSDOWNE SUBDIVISION)**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NEW ALBANY COUNTRY CLUB SECTION 20 (Lansdowne Subdivision) (the "Third Amendment") is made as of the 6th day of July, 2012, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("Declarant") with a mailing address of 3 Easton Oval, Columbus, Ohio 43219.

WHEREAS, A plan of covenants, conditions, restrictions and easements for Lansdowne Subdivision, in the Village of New Albany, Franklin County, Ohio, was created by the filing and recording of the Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) recorded as Instrument No. 200506240123154; as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision), recorded as Instrument Number 200508030155780; and as further amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 2 (Lansdowne Subdivision), recorded as Instrument Number 20111290155120, each of record in the office of the Recorder, Franklin County, Ohio, (collectively, the "Declaration");

WHEREAS, the Declaration identified certain real property located in the Village of New Albany, Franklin County, Ohio as being "Expansion Lansdowne Properties" or "Expansion Lansdowne Property" permitted to be annexed into and made part of Lansdowne Subdivision and subjected to the provisions of the Declaration;

WHEREAS, pursuant to the terms of Article III of the Declaration, with the prior written approval of The New Albany Company LLC, Declarant reserved the right to expand the Lansdowne Subdivision to include all or any portion of the Expansion Lansdowne Properties and to submit that property to the covenants, easements, conditions and restrictions, and provisions of the Declaration by recording a Supplemental Declaration. This Third Amendment shall be deemed a Supplemental Declaration;

WHEREAS, pursuant to the terms of Article XIV, Section 14.2 of the Declaration, Declarant reserved the right to amend the Declaration at any time and from time to time;

WHEREAS, the Declarant is the owner of all the property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference which property is part of the Expansion Lansdowne Properties and desires to submit such property to the covenants, easements, conditions and restrictions, and provisions of the Declaration;

NOW THEREFORE, pursuant to the powers reserved in Article III and Article XIV, Section 14.2 of the Declaration, Declarant hereby declares that:

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

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

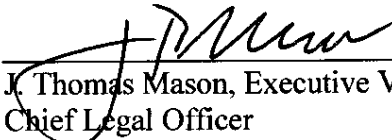
3. Privately Owned Site. Each lot subjected to the provisions of the Declaration hereby, and each lot previously subjected to the provisions of the Declaration, is deemed to be a "Privately Owned Site" as that term is defined in the Declaration.

4. Membership in Lansdowne Association. The Owner or Owners of each Privately Owned Site in the Lansdowne Area, including the Privately Owned Sites subjected to the provisions of the Declaration hereby, is a "Member" of the Lansdowne Association and obligated to pay Assessments to the Lansdowne Association as provided in Section 8.1 of Article VIII of the Declaration. No Owner of any Privately Owned Site may waive or otherwise exempt themselves from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Lansdowne Association Properties or abandonment of that Owner's Privately Owned Site.

6. Effect of Amendment. In the case of conflict between the Declaration and this Third Amendment, the terms of this Third Amendment shall control. Any term or provision of the Declaration not amended by this Third Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment as of the date first above written.

M/I HOMES OF CENTRAL OHIO, LLC,
an Ohio limited liability company

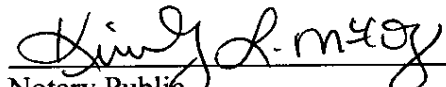
By: 
J. Thomas Mason, Executive Vice-President and
Chief Legal Officer

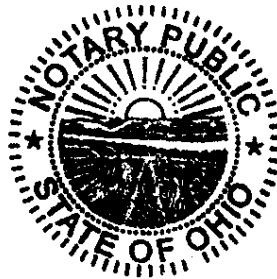
STATE OF OHIO

SS

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 11th day of June, 2012, by J. Thomas Mason, the Executive Vice-President and Chief Legal Officer of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

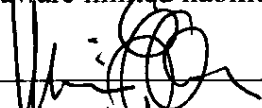

Notary Public



KIMBERLY L. MCCOY
Notary Public, State of Ohio
My Commission Expires
01/08/09

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: 

Print Name: William G. Ebbing

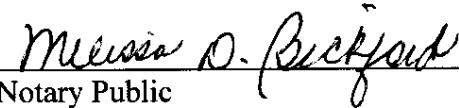
Its: President

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 6 day of July, 2012, by William G. Ebbing, the President of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.



MELISSA D. BICKFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 17, 2017



Notary Public

This instrument prepared by: M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 500
Columbus, Ohio 43219

Exhibit A

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

Being Lots 47 through 51, both inclusive in New Albany Country Club Section 20 Part 2, as the same are numbered and delineated on the recorded plat thereof, in Plat Book 108, pages 24-25, Instrument 2005120802585594, Recorder's Office, Franklin County, Ohio.



201211190175715

Pgs: 14 \$172.00 T20120088602
11/19/2012 11:07AM BXLOVELAND BO
Daphne Hawk
Franklin County Recorder

**TRANSFER
NOT NECESSARY**

NOV 19 2012

**CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO**

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20
(LANSDOWNE SUBDIVISION)**

The undersigned first being duly cautioned and sworn according to law disposes and says that:

1. The undersigned, J. Thomas Mason, Executive Vice President and Chief Legal Officer of M/I Homes of Central Ohio, LLC (hereinafter "M/I") has personal knowledge as to the facts set forth herein and gives this affidavit in accordance with O.R.C. Section 5301.252 in his capacity as such officer of M/I.
2. M/I recorded the plat for New Albany Country Club (Lansdowne Subdivision) Section 20 Part 2 on December 8, 2005, of record in Plat Book 108, Page 24-25, in the office of the Recorder, Franklin County, Ohio.
3. M/I recorded the Declaration of Covenants, Easements, Conditions and Restrictions for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision), (the "Declaration"), on June 24, 2005, as Official Record 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) and any subsequent additions thereto, for the protection of the subdivision and the future owners of any part thereof.
4. Pursuant to the terms of Section I, Paragraph A of the Declaration, M/I as the developer, reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions, restrictions, and other provisions of the Declaration.
5. M/I discovered that due to an oversight, certain lots were conveyed to homeowners prior to the recordation of an amendment subjecting those lots to the Declaration (hereinafter the "Early Lots").
6. The owners of the Early Lots subjected to the Declaration by this amendment are as follows:

New Albany County Club Section 20 Part 2 (Lansdowne Subdivision)

Owner: Dwight A. Moor and Lauren S. Moor
Lot: 36
Address: 7315 Southfield Road
Prior Instrument Reference: Instrument No. 201006170075202

Owner: Cory M. Folz and Amy H. Lee
Lot: 37
Address: 7305 Southfield Road
Prior Instrument Reference: Instrument No. 201102090020484

Owner: Tony Yang and Lay-Choo Yang
Lot: 38
Address: 7295 Southfield Road
Prior Instrument Reference: Instrument No. 200512130262517

Owner: Gary M. Judis and Lori K. Judis
Lot: 40
Address: 4076 Chelsea Green East
Prior Instrument Reference: Instrument No. 201002160018353

Owner: Brian Loar and Amy Loar
Lot: 41
Address: 4066 Chelsea Green East
Prior Instrument Reference: Instrument No. 201107200089653

Owner: Patricia C. Steiner
Lot: 42
Address: 4056 Chelsea Green East
Prior Instrument Reference: Instrument No. 201104280055589

Owner: Erick S. Carter and Nicole A. Carter
Lot: 64
Address: 4065 Chelsea Green East
Prior Instrument Reference: Instrument No. 201110130130969

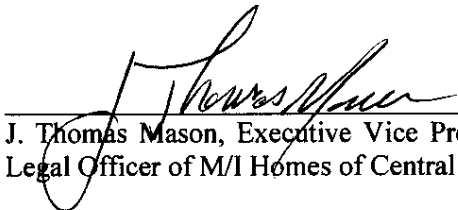
Owner: Mary Q. Immer
Lot: 66
Address: 4085 Chelsea Green East
Prior Instrument Reference: Instrument No. 200808070120521

Owner: Patrick E. McGahan and Barbara J. McGahan
Lot: 71
Address: 7265 Southfield Road
Prior Instrument Reference: Instrument No. 200911060160896

Owner: Lonie C. Coulter and Joy E. Coulter
Lot: 73
Address: 7245 Southfield Road
Prior Instrument Reference: Instrument No. 200512130262517

7. The owners of the Early Lots who have signed the joinders attached hereto as Exhibit A and M/I hereby jointly consent and subject the Early Lots to the provisions of the Declaration by the recordation of this amendment. The Early Lots shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the Early Lots and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Early Lots or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

Affiant further sayeth naught.



J. Thomas Mason, Executive Vice President and Chief
Legal Officer of M/I Homes of Central Ohio, LLC

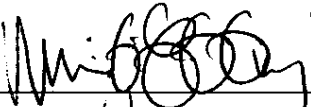
Sworn to before me and subscribed in my presence by J. Thomas Mason this 8th day of November, 2012.



MARY K. CHIDESTER Mary K. Chidester
Notary Public, State of Ohio Notary Public
My Commission Expires
Dec. 15, 2011
2016

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

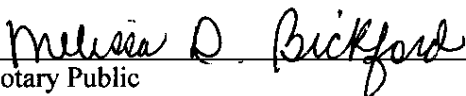
By: 
Print Name: William G. Ebbing
Its: President

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 15 day of November,
2012 by William G. Ebbing, the President
of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited
liability company.



MELISSA D. BICKFORD
NOTARY PUBLIC
COMMISSION EXPIRES MAY 17, 2017


Notary Public

This instrument prepared by: **M/I Homes of Central Ohio, LLC**
3 Easton Oval, Suite 500
Columbus, Ohio 43219

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of June 17, 2010, by Dwight A. Morr and Lauren S. Morr, husband and wife, (the "Homeowners") whose mailing address is 7315 Southfield Road, New Albany, OH 43054.

On June 17, 2010, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 36 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Parcel # 222-003587-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio


M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of June 17, 2010 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



Dwight A. Morr



Lauren S. Morr

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of February 9, 2011, by Cory M. Folz and Amy H. Lee, both unmarried, (the "Homeowners") whose mailing address is 7305 Southfield Road, New Albany, OH 40354.

On February 9, 2011, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 37 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Parcel # 222-003588-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of February 9, 2011 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



Cory M. Folz



Amy H. Lee

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of January 13, 2011, by Tony Yang and Lay-Choo Yang, husband and wife, (the "Homeowners") whose mailing address is 7295 Southfield Road, New Albany, OH 43054.

On January 13, 2011, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 38 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

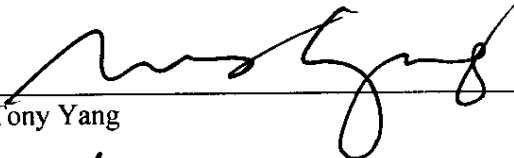
Parcel # 222-003589-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

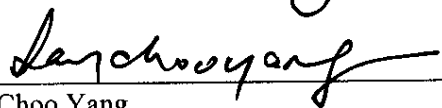
M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of January 13, 2011 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



Tony Yang



Lay-Choo Yang

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of February 16, 2010, by Gary M. Judis and Lori K. Judis, husband and wife, (the "Homeowners") whose mailing address is 4076 Chelsea Green East, New Albany, OH 43054.

On February 16, 2010, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 40 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Parcel # 222-003591-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

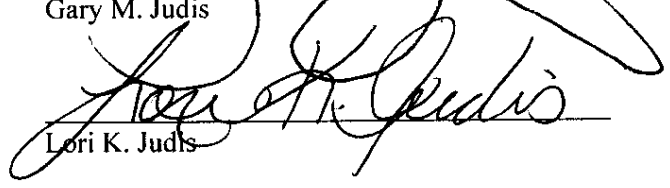
M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of February 16, 2010 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



Gary M. Judis



Lori K. Judis

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of July 20, 2011, by Brian Loar and Amy Loar, husband and wife, (the "Homeowners") whose mailing address is 4066 Chelsea Green East, New Albany, OH 43054.

On July 20, 2011, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 41 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.


Parcel # 222-003592-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio


M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of July 20, 2011 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



Brian Loar



Amy Loar

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of April 28, 2011, by Patricia C. Steiner (the "Homeowner") whose mailing address is 4056 Chelsea Green East, New Albany, OH 43054.

On April 28, 2011, the Homeowner purchased the following property (the "Property"):

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

Being Lot No. 42 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.


Parcel # 222-003593-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowner hereby joins and submits the Property to the Declaration effective as of April 28, 2011 and agrees to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowner has executed this Joinder as of the date first above.


Patricia C. Steiner

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of October 13, 2011, by Erick S. Carter and Nicole A. Carter, husband and wife, (the "Homeowners") whose mailing address is 4065 Chelsea Green East, New Albany, OH 43054.

On October 13, 2011, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 64 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

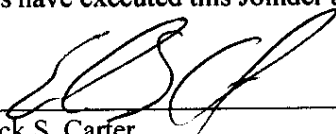
Parcel # 222-003615-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of October 13, 2011 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



Erick S. Carter



Nicole A. Carter

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of August 7, 2008, by Mary Q. Immer (the "Homeowner") whose mailing address is 4085 Chelsea Green East, New Albany, OH 43054.

On August 7, 2008, the Homeowner purchased the following property (the "Property"):

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

Being Lot No. 66 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

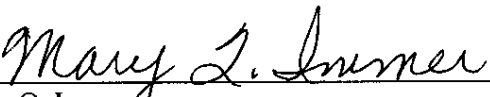
Parcel # 222-003617-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowner hereby joins and submits the Property to the Declaration effective as of August 7, 2008 and agrees to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowner has executed this Joinder as of the date first above.



Mary Q. Immer

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of November 6, 2009, by Patrick E. McGahan and Barbara J. McGahan, husband and wife, (the "Homeowners") whose mailing address is 7265 Southfield Road, New Albany, OH 43054.

On November 6, 2009, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 71 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Parcel # 222-003622-80

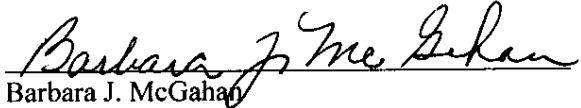
Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of November 6, 2009 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.


Patrick E. McGahan


Barbara J. McGahan

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of February 5, 2010, by Lonie C. Coulter and Joy E. Coulter, husband and wife, (the "Homeowners") whose mailing address is 7245 Southfield Road, New Albany, OH 43054.

On February 5, 2010, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 73 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.


Parcel # 222-003624-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio


M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of February 5, 2010 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



Lonie C. Coulter



Joy E. Coulter

TRANSFER
NOT NECESSARY

APR 22 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



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04/24/2013 9:07AM MEPTRANSOHIO
Terry J. Brown
Franklin County Recorder

CONVEYANCE TAX EXEMPT
P MB
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20
(LANSDOWNE SUBDIVISION)**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NEW ALBANY COUNTRY CLUB SECTION 20 (Lansdowne Subdivision) (the "Fifth Amendment") is made as of the 16th day of March, 2013, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("Declarant") with a mailing address of 3 Easton Oval, Columbus, Ohio 43219.

WHEREAS, A plan of covenants, conditions, restrictions and easements for Lansdowne Subdivision, in the Village of New Albany, Franklin County, Ohio, was created by the filing and recording of the Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) recorded as Instrument No. 200506240123154; as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision), recorded as Instrument Number 200508030155780; as further amended by the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 2 (Lansdowne Subdivision), recorded as Instrument Number 20111290155120; as further amended by the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 2 (Lansdowne Subdivision), recorded as Instrument Number 201207260106931; and as further amended by the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 (Lansdowne Subdivision), recorded as Instrument Number 201211190175715, each of record in the office of the Recorder, Franklin County, Ohio, (collectively, the "Declaration");

WHEREAS, the Declaration identified certain real property located in the Village of New Albany, Franklin County, Ohio as being "Expansion Lansdowne Properties" or "Expansion Lansdowne Property" permitted to be annexed into and made part of Lansdowne Subdivision and subjected to the provisions of the Declaration;

WHEREAS, pursuant to the terms of Article III of the Declaration, with the prior written approval of The New Albany Company LLC, Declarant reserved the right to expand the Lansdowne Subdivision to include all or any portion of the Expansion Lansdowne Properties and to submit that property to the covenants, easements, conditions and restrictions, and provisions of the Declaration by recording a Supplemental Declaration. This Fifth Amendment shall be deemed a Supplemental Declaration;

WHEREAS, pursuant to the terms of Article XIV, Section 14.2 of the Declaration, Declarant reserved the right to amend the Declaration at any time and from time to time;

WHEREAS, the Declarant is the owner of all the property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference which property is part of the Expansion Lansdowne Properties and desires to submit such property to the covenants, easements, conditions and restrictions, and provisions of the Declaration;

NOW THEREFORE, pursuant to the powers reserved in Article III and Article XIV, Section 14.2 of the Declaration, Declarant hereby declares that:

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

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

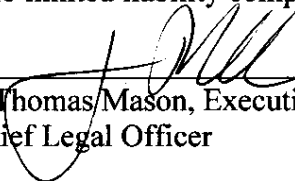
3. Privately Owned Site. Each lot subjected to the provisions of the Declaration hereby, and each lot previously subjected to the provisions of the Declaration, is deemed to be a "Privately Owned Site" as that term is defined in the Declaration.

4. Membership in Lansdowne Association. The Owner or Owners of each Privately Owned Site in the Lansdowne Area, including the Privately Owned Sites subjected to the provisions of the Declaration hereby, is a "Member" of the Lansdowne Association and obligated to pay Assessments to the Lansdowne Association as provided in Section 8.1 of Article VIII of the Declaration. No Owner of any Privately Owned Site may waive or otherwise exempt themselves from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Lansdowne Association Properties or abandonment of that Owner's Privately Owned Site.

6. Effect of Amendment. In the case of conflict between the Declaration and this Second Amendment, the terms of this Fifth Amendment shall control. Any term or provision of the Declaration not amended by this Fifth Amendment shall remain the same and in full force and effect.


IN WITNESS WHEREOF, the Declarant has executed this Fifth Amendment as of the date first above written.

M/I HOMES OF CENTRAL OHIO, LLC,
an Ohio limited liability company

By: 
J. Thomas Mason, Executive Vice-President and
Chief Legal Officer

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 18th day of March, 2013, by J. Thomas Mason, the Executive Vice-President and Chief Legal Officer of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.


Notary Public



KIMBERLY L. MCCOY
Notary Public, State of Ohio
My Commission Expires
April 17, 2016

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: *Brent B. Bradbury*

Print Name: Brent B Bradbury

Its: Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 28th day of March, 2013, by Brent B. Bradbury, the Treasurer of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.



AARON L. UNDERHILL
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Aaron L. Underhill
Notary Public

This instrument prepared by: M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 500
Columbus, Ohio 43219

Exhibit A


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

Being Lots 59A and 74 through 95, both inclusive, and Reserves M, N, O, P, Q and R in New Albany Country Club Section 20 Part 3, as the same are numbered and delineated on the recorded plat thereof, in Plat Book 115, pages 44-45, Instrument 201210290163521, Recorder's Office, Franklin County, Ohio.

TRANSFER
NOT NECESSARY

DEC 20 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT 
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20
(LANSDOWNE SUBDIVISION)**

The undersigned first being duly cautioned and sworn according to law disposes and says that:

1. The undersigned, J. Thomas Mason, Executive Vice President and Chief Legal Officer of M/I Homes of Central Ohio, LLC (hereinafter "M/I") has personal knowledge as to the facts set forth herein and gives this affidavit in accordance with O.R.C. Section 5301.252 in his capacity as such officer of M/I.

2. M/I recorded the plat for New Albany Country Club (Lansdowne Subdivision) Section 20 Part 2 on December 8, 2005, of record in Plat Book 108, Page 24-25, in the office of the Recorder, Franklin County, Ohio.

3. M/I recorded the Declaration of Covenants, Easements, Conditions and Restrictions for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision), (the "Declaration"), on June 24, 2005, as Official Record 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) and any subsequent additions thereto, for the protection of the subdivision and the future owners of any part thereof.

4. Pursuant to the terms of Section I, Paragraph A of the Declaration, M/I as the developer, reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions, restrictions, and other provisions of the Declaration.

5. M/I discovered that due to an oversight, certain lots were conveyed to homeowners prior to the recordation of an amendment subjecting those lots to the Declaration (hereinafter the "Early Lots").

6. The owners of the Early Lots subjected to the Declaration by this amendment are as follows:

New Albany County Club Section 20 Part 2 (Lansdowne Subdivision)


Owner: Andrew S. Maletz
Lot: 65
Address: 4075 Chelsea Green East
Prior Instrument Reference: Instrument No. 201101190010331

Owner: Marian S. Halliday
Lot: 70
Address: 7275 Southfield Road
Prior Instrument Reference: Instrument No. 201007060084129

Owner: Arica Kinast
Lot: 72
Address: 7255 Southfield Road
Prior Instrument Reference: Instrument No. 201011030147351

7. The owners of the Early Lots who have signed the joinders attached hereto as Exhibit A and M/I hereby jointly consent and subject the Early Lots to the provisions of the Declaration by the recordation of this amendment. The Early Lots shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the Early Lots and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Early Lots or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

Affiant further sayeth naught.

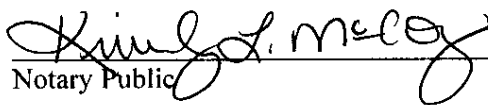


J. Thomas Mason, Executive Vice President and Chief
Legal Officer of M/I Homes of Central Ohio, LLC

Sworn to before me and subscribed in my presence by J. Thomas Mason this 4th day of December, 2013.



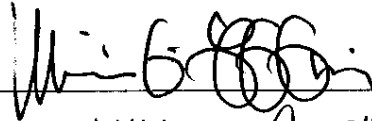
KIMBERLY L. MCCOY
Notary Public, State of Ohio
My Commission Expires
April 17, 2016



Notary Public

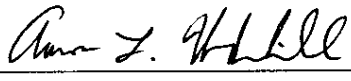
Acknowledged and approved by:

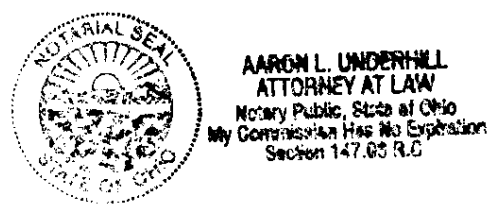
THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: 
Print Name: William G. Ebbing
Its: President

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 18th day of December, 2013 by William G. Ebbing, the President of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public



This instrument prepared by: **M/I Homes of Central Ohio, LLC**
3 Easton Oval, Suite 500
Columbus, Ohio 43219

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of January 19, 2011, by Andrew S. Maletz (the "Homeowner") whose mailing address is 4075 Chelsea Green East, New Albany, OH 43054.

On January 19, 2011, the Homeowner purchased the following property (the "Property"):

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

Being Lot No. 65 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Parcel # 222-003616-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowner hereby joins and submits the Property to the Declaration effective as of January 19, 2011 and agrees to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowner has executed this Joinder as of the date first above.



Andrew S. Maletz

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of July 6, 2010, by Marian S. Halliday (the "Homeowner") whose mailing address is 7275 Southfield Road, New Albany, OH 43054.

On July 6, 2010, the Homeowner purchased the following property (the "Property"):

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

Being Lot No. 70 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

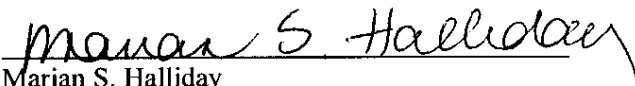
Parcel # 222-003621-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowner hereby joins and submits the Property to the Declaration effective as of July 6, 2010 and agrees to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowner has executed this Joinder as of the date first above.


Marian S. Halliday

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of November 3, 2010, by Arica Kinast (the "Homeowner") whose mailing address is 7255 Southfield Road, New Albany, OH 43054.

On November 3, 2010, the Homeowner purchased the following property (the "Property"):

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

Being Lot No. 72 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Parcel # 222-003623-80

Prior Instrument Reference: Instrument No. 200802050017838 of the Deed Records of Franklin County, Ohio

M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowner hereby joins and submits the Property to the Declaration effective as of November 3, 2010 and agrees to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowner has executed this Joinder as of the date first above.



Arica Kinast

**TRANSFER
NOT NECESSARY**

AUG 12 2015

**CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO**



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Terry J. Brown
Franklin County Recorder

CONVEYANCE TAX EXEMPT M DB
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20
(LANSDOWNE SUBDIVISION)**

The undersigned first being duly cautioned and sworn according to law disposes and says that:

1. The undersigned, J. Thomas Mason, Executive Vice President and Chief Legal Officer of M/I Homes of Central Ohio, LLC (hereinafter "M/I") has personal knowledge as to the facts set forth herein and gives this affidavit in accordance with O.R.C. Section 5301.252 in his capacity as such officer of M/I.
2. M/I recorded the plat for New Albany Country Club (Lansdowne Subdivision) Section 20 Part 2 on December 8, 2005, of record in Plat Book 108, Page 24-25, in the office of the Recorder, Franklin County, Ohio.
3. M/I recorded the Declaration of Covenants, Easements, Conditions and Restrictions for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision), (the "Declaration"), on June 24, 2005, as Official Record 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) and any subsequent additions thereto, for the protection of the subdivision and the future owners of any part thereof.
4. Pursuant to the terms of Section I, Paragraph A of the Declaration, M/I as the developer, reserved the right to annex additional property and to submit any such property to the covenants, easements, conditions, restrictions, and other provisions of the Declaration.
5. M/I discovered that due to an oversight, certain lots were conveyed to homeowners prior to the recordation of an amendment subjecting those lots to the Declaration (hereinafter a "Early Lot").

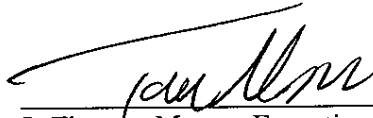
6. The owners of the Early Lot subjected to the Declaration by this amendment is as follows:

New Albany County Club Section 20 Part 2 (Lansdowne Subdivision)

Owner: J. Dana Tsakanikas and Kelly L. Tsakanikas
Lot: 39
Address: 4086 Chelsea Green East
Prior Instrument Reference: Instrument No. 200512130262517

7. The owners of the Early Lot who have signed the joinder attached hereto as Exhibit A and M/I hereby jointly consent and subject the Early Lot to the provisions of the Declaration by the recordation of this amendment. The Early Lot shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, easements, conditions and restrictions, and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the Early Lot and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Early Lot or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

Affiant further sayeth naught.



J. Thomas Mason, Executive Vice President and Chief
Legal Officer of M/I Homes of Central Ohio, LLC

Sworn to before me and subscribed in my presence by J. Thomas Mason this 14th day of August, 2015.


Notary Public

KIMBERLY L. MCCOY
Notary Public, State of Ohio
My Commission Expires
April 17, 2018

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: *Brent B. Bradbury*
Print Name: Brent B Bradbury
Its: Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 16th day of July,
2015 by Brent B. Bradbury, the Treasurer
of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability
company.

Aaron L. Underhill

Notary Public



AARON L. UNDERHILL
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

This instrument prepared by: M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 500
Columbus, Ohio 43219

JOINDER IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LANSDOWNE SUBDIVISION

This Joinder (the "Joinder") is made effective as of May 16, 2008, by J. Dana Tsakanikas and Kelly L. Tsakanikas, husband and wife, (the "Homeowners") whose mailing address is 4086 Chelsea Green East, New Albany, OH 43054.

On May 16, 2008, the Homeowners purchased the following property (the "Property"):

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

Being Lot No. 39 in New Albany Country Club Section 20, Part 2, as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 108, pages 24 and 25, Recorder's Office, Franklin County, Ohio.

Parcel # 222-003590-80

Prior Instrument Reference: Instrument No. 200512130262517 Recorder's Office of Franklin County, Ohio

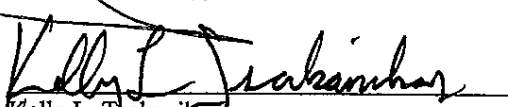
M/I Homes of Central Ohio, LLC recorded the Declaration of Covenants, Easements, Conditions and Restrictions for Lansdowne Subdivision (the "Declaration"), on June 24, 2005, as Instrument No. 200506240123154 in the office of the Recorder, Franklin County, Ohio, as the same may have been supplemented and amended. This Declaration was created to restrict the use and occupancy of all the lots and reserves in Lansdowne Community and any subsequent additions thereto, for the protection and benefit of all owners of property in the subdivision.

The Homeowners hereby join and submit the Property to the Declaration effective as of May 16, 2008 and agree to allow M/I to attach this Joinder to an amendment to the Declaration subjecting the Property to the Declaration. The Property shall be held, conveyed, leased, and occupied subject to the Declaration as the same is supplemented and amended from time to time, which shall run with the Property and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in and to the Property.

IN WITNESS WHEREOF, the Homeowners have executed this Joinder as of the date first above.



J. Dana Tsakanikas



Kelly L. Tsakanikas

TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

THIS TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Twentieth Supplemental Declaration") is made as of the 9th day of March, 2004, by THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

WHEREAS on May 24, 1991, the Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, the Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, the owners of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, desires and have committed and consented in writing to submit such property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, this additional land will be added to The New Albany Community Authority;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and insure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

The Private Developer has executed this Twentieth Supplemental Declaration as of the date first above written.

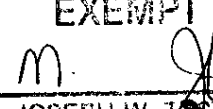
THE NEW ALBANY COMPANY LLC, a Delaware limited liability company


Brent Bradbury, Chief Financial Officer

TRANSFER NOT NECESSARY

MAR 12 2004

1 JOSEPH W. YESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT

JOSEPH W. YESTA
FRANKLIN COUNTY AUDITOR



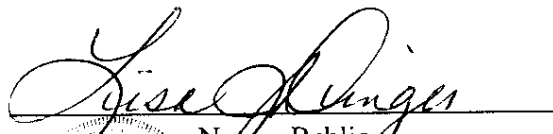

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Robert G. Montgomery
Franklin County Recorder

Stewart Title Agency of Columbus Box
JRF/LLD
N/C

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 04th day of March, 2004, by Brent Bradbury, as Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.


Notary Public

LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 26, 2006

This instrument prepared under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT "A"

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

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A'", "Reserve 'B'" and "Reserve 'C'" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

Exhibit "A"

6.495 ACRES

#688

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of those tracts as conveyed to Lawrence B. Cutlip by deed of record in Official Record 11378A19 and Official Record 27298J17 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road;

thence North $86^{\circ} 19' 35''$ West, with the centerline of said Thompson Road, a distance of 858.28 feet to a mag nail set at the southwesterly corner of that 1.513 acre tract as conveyed to The New Albany Company, LLC by deed of record in Instrument Number 199908240215223, being the True Point of Beginning;

thence North $86^{\circ} 19' 35''$ West, continuing with said centerline, (passing a railroad spike found at 156.00 feet) a distance of 469.05 feet to a mag nail set at the southeasterly corner of that tract as conveyed to Ray Wilcox by deed of record in Official Record 6885F15;

thence North $03^{\circ} 08' 45''$ East, with the easterly line of said Wilcox tract, (passing an iron pin found at 20.00 feet) a distance of 605.14 feet to an iron pin set in the southerly line of that 130.155 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773C08;

thence South $86^{\circ} 46' 26''$ East, with the southerly line of said 130.155 acre tract, a distance of 475.93 feet to an iron pin set in the westerly line of that 4.988 acre tract as conveyed to The New Albany Company by deed of record in Official Record 14626F01;

thence South $18^{\circ} 09' 31''$ West, with the westerly line of said 4.988 acre tract, a distance of 174.18 feet to an iron pin set at the southwesterly corner of said 4.988 acre tract;

thence South $85^{\circ} 54' 31''$ East, with the southerly line of said 4.988 acre tract, a distance of 42.28 feet to an iron pin set at the northwesterly corner of said 1.513 acre tract;

thence South $03^{\circ} 40' 25''$ West, with the westerly line of said 1.513 acre tract, (passing an iron pin found at 419.88 feet) a distance of 439.88 feet to the True Point of Beginning, and containing 6.495 acres of land, more or less, of which 0.215 acres lie within the present right-of-way of Thompson Road, leaving a net acreage of 6.280 acres

Exhibit "A"

6.495 ACRES

-2-

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

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

Bearings herein are based on North 86° 19' 35" West, for the centerline of Thompson Road as shown in Official Record 26621A14, Recorders Office, Franklin County, Ohio.



CEW/cw/May 02

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Clark E. White 6/4/02

Clark E. White
Registered Surveyor No. 7868

0-75-H

All of
(222)

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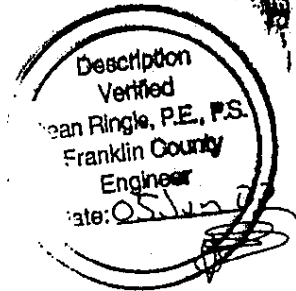


Exhibit "A"

6.995 ACRES

#1771

Situated in the State of Ohio, County of Franklin, Village of New Albany, Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of that tract as conveyed to Ray Wilcox by deed of record in Official Record 6885F15 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road;

thence North 86° 19' 35" West, with the centerline of said Thompson Road, a distance of 1327.34 feet to a railroad spike found at the southwesterly corner of that tract as conveyed to Lawrence B. Cutlip by deed of record in Official Record 11378A19, being the True Point of Beginning;

thence North 86° 19' 35" West, continuing with said centerline, a distance of 505.20 feet to a mag nail set at the southeasterly corner of that 3.0 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773F17;

thence North 03° 08' 38" East, with the easterly line of said 3.0 acre tract, (passing an iron pin found at 20.00 feet) a distance of 601.19 feet to an iron pin found at the northeasterly corner of said 3.0 acre tract, being in a southerly line of that 130.155 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773C08;

thence South 86° 46' 26" East, with the southerly line of said 130.155 acre tract, a distance of 505.20 feet to an iron pin set at the northwesterly corner of said Cutlip tract;

thence South 03° 08' 45" West, with the westerly line of said Cutlip tract, a distance of 605.14 feet to the True Point of Beginning, and containing 6.995 acres of land, more or less, of which 0.232 acre lies within the right-of-way of Thompson Road, leaving a net acreage of 6.763 acres.

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

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

Bearings herein are based on North 86° 19' 35" West, for the centerline of Thompson Road as shown in Official Record 26621A14, Recorder's Office, Franklin County, Ohio.

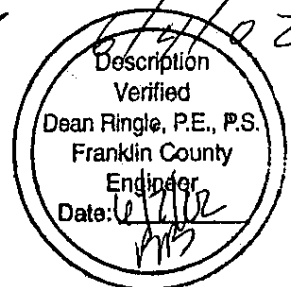
EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Clark E. White

Clark E. White
Registered Surveyor No. 7868



CEW:cw/May 02



0754
All of
(222)
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TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

THIS TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Twentieth Supplemental Declaration") is made as of the 9th day of March, 2004, by THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

WHEREAS on May 24, 1991, the Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, the Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, the owners of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, desires and have committed and consented in writing to submit such property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, this additional land will be added to The New Albany Community Authority;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and insure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

The Private Developer has executed this Twentieth Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company

Brent Bradbury
Brent Bradbury, Chief Financial Officer

TRANSFER NOT NECESSARY

MAR 12 2004

1 JOSEPH W. YESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT
M. J.
JOSEPH W. YESTA
FRANKLIN COUNTY AUDITOR



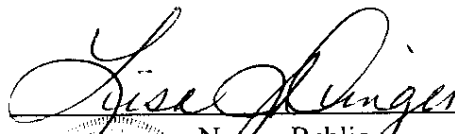
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03/12/2004 2:20PM BXSTEWART TIT
Robert G. Montgomery
Franklin County Recorder

Stewart Title Agency of Columbus Box
JRF/LLD
N/C

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 07th day of March, 2004, by Brent Bradbury, as Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.



Notary Public

LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 26, 2006

This instrument prepared under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT "A"

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

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A'", "Reserve 'B'" and "Reserve 'C'" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

Exhibit "A"

6.495 ACRES

#688

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of those tracts as conveyed to Lawrence B. Cutlip by deed of record in Official Record 11378A19 and Official Record 27298J17 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road;

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thence North $03^{\circ} 08' 45''$ East, with the easterly line of said Wilcox tract, (passing an iron pin found at 20.00 feet) a distance of 605.14 feet to an iron pin set in the southerly line of that 130.155 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773C08;

thence South $86^{\circ} 46' 26''$ East, with the southerly line of said 130.155 acre tract, a distance of 475.93 feet to an iron pin set in the westerly line of that 4.988 acre tract as conveyed to The New Albany Company by deed of record in Official Record 14626F01;

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Exhibit "A"

6.495 ACRES

-2-

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

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Bearings herein are based on North 86° 19' 35" West, for the centerline of Thompson Road as shown in Official Record 26621A14, Recorders Office, Franklin County, Ohio.



CEW/cew/May 02

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Clark E. White 6/4/02

Clark E. White
Registered Surveyor No. 7868

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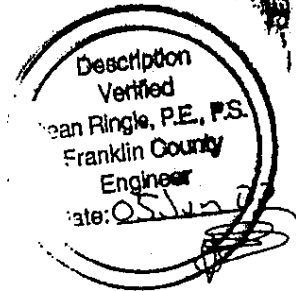


Exhibit "A"

6.995 ACRES

#1771

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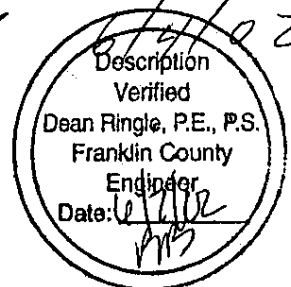
EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Clark E. White

Clark E. White
Registered Surveyor No. 7868



CEW:cw/May 02



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Robert G. Montgomery
Franklin County Recorder

**SIXTY-SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES**

THIS SIXTY-SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES (the "Sixty-Seventh Supplemental Declaration") is made as of the 12th day of March, 2004, by **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership and The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

WHEREAS on December 3, 1990, The New Albany Company filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities (the "Declaration") recorded at OR 16185A01 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, The New Albany Company LLC has succeeded to all rights, interest and ownership of The New Albany Company Limited Partnership and The New Albany Company as Declarant under the Declaration.

WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant reserved the right to expand the New Albany Community Area to include all or part of the Expansion Properties and to submit any such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

WHEREAS, the Declarant is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

WHEREAS, the real property described in Exhibit A is part of the Expansion Properties;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Declarant hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions, easements and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

Handwritten initials: JLD, MC

Stewart Title Agency
of Columbus Box

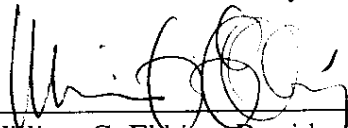
TRANSFER
NOT NECESSARY

1 MAR 12 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
m
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

The Declarant has executed this Sixty-Seventh Supplemental Declaration as of the date first above written.


THE NEW ALBANY COMPANY LLC, a
Delaware limited liability company

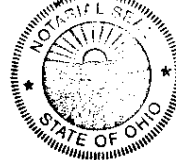


William G. Ebbing, President

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by William G. Ebbing, President, of **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, on behalf of the company.



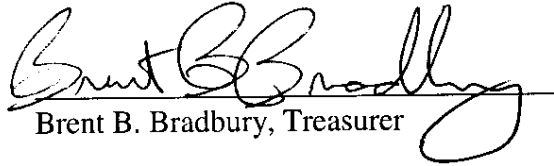
Notary Public

LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 26, 2006

This instrument prepared
under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

JOINDER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

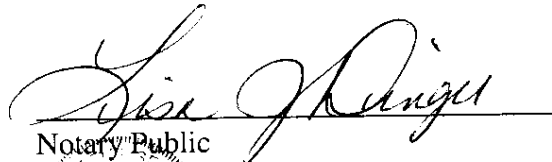
THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC. hereby joins in this Sixty-Seventh Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

**THE NEW ALBANY COMMUNITIES
MASTER ASSOCIATION, INC.**


Brent B. Bradbury, Treasurer

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by Brent B. Bradbury, as Treasurer of **THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.**


Notary Public



LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 26, 2006

This instrument prepared
under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT A

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

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A'", "Reserve 'B'" and "Reserve 'C'" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.