

SPECIAL WARRANTY DEED

MARY H. SNIDER, AUDITOR
 This Conveyance has been examined and the Grantor has
 complied with section 319.202 of the Revised Code.

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EXEMPT *dy*

KNOW ALL MEN BY THESE PRESENTS, that DOMINION HOMES, INC., an Ohio
FKA Borlar Corp.
 corporation, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor herein, for
 the consideration of Ten Dollars (\$10.00) received to its full satisfaction of TERRY E.
 GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5501 Frantz Road,
 Dublin, Ohio 43017, does, this 3rd day of June, 1997, give, grant, bargain, sell, and
 convey unto the said Grantee, his successors and assigns forever, the following described
 premises:

Situated in the State of Ohio, County of Union, City of Marysville, and being
 more particularly described as follows:

Being Lot Numbers Three Thousand Two Hundred Forty-eight (3248)
 through Three Thousand Three Hundred Nineteen (3319), inclusive, and
 Reserve Three Thousand Three Hundred Twenty (3320), of THE WOODS
 AT MILL VALLEY, PHASE 1, as the same are numbered and delineated
 upon the recorded plat thereof, of record in Plat Book 4, pages 226, 227 and
 228, Recorder's Office, Union County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions
 of record, if any, which Grantee herein assumes and agrees to as part
 consideration for this conveyance.

The Grantor hereby covenants with the Grantee and his successors and assigns
 that the premises are free and clear of all liens and encumbrances whatsoever created by
 or under the Grantor except (a) real estate taxes and assessments, if any, not presently
 due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal
 highways, (d) restrictions, conditions, and easements of record, and all other liens and
 encumbrances of record or otherwise affecting such premises; and that the Grantor will
 forever warrant and defend the premises, with the appurtenances, unto the Grantee and
 his successors and assigns against the lawful claims of all persons claiming through the
 Grantor except as above noted. In pursuance of a general plan for the protection, benefit,
 and mutual advantage of all lots described above and of all persons who now are or may
 hereafter become owners of any of said lots or parts thereof, and as part of the
 consideration for this conveyance, the Grantor executes and delivers this deed, and the
 Grantee accepts the same, subject to each and all of the following reservations,
 restrictions, conditions, easements, covenants, obligations, and charges (hereinafter
 collectively called "Restrictions") which are for the mutual benefit and protection of and

shall be enforceable by any of the present or future owners of said lots. It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

- A. "Annual Assessment" – amount to be paid to the Association by each Owner annually.
- B. "Assessments" – collectively referring to Annual Assessments, Lot Assessments and Special Assessments.
- C. "Association" – The Woods at Mill Valley Association, Inc., an Ohio non-profit corporation to be formed by Grantor before the Turnover Date, its successors and assigns.
- D. "Association Governing Documents" – these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.
- E. "Board" – the board of trustees of the Association.
- F. "Common Expenses" – expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.
- G. "Common Property" – all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.
- H. "Entrance Feature Area" -- the entrance features described in Article IX, Paragraph E of these Restrictions.
- I. "Grantor" -- Dominion Homes, Inc. and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.
- J. "Improvements" – all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures of every type.
- K. "Lot" – a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete

