

# MELROSE SECTION 2

1/3

Situated in the State of Ohio, County of Fairfield, Village of Pickerington and in Section 4, Township 15, Range 20, Congress Lands and containing 23.594 acres of land, more or less, said 23.594 acres being part of the land conveyed to RAVEN DEVELOPMENT COMPANY, by deed of record in Deed Book 550, Page 120, Recorder's Office, Fairfield County, Ohio.

The undersigned, RAVEN DEVELOPMENT COMPANY, an Ohio corporation, by JOSEPH TIMOTHY RINI, JR., President, owner of lands platted herein, duly authorized in the premises, does hereby certify that the attached plat correctly represents its "MELROSE SECTION 2", a subdivision containing Lots numbered 51 to 106, both inclusive, does hereby accept this plat of same and dedicates to public use, as such, all or parts of Aberdeen Court, McLead Parc, Carron Circle, Dunmore Court, Paisley Court, Paisley Place and Refugee Road shown hereon and not dedicated heretofore.

Easements are reserved, where indicated on the plat, for the construction, operation, and maintenance of utilities above and beneath the surface of the ground and, where necessary, are for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. An additional easement is hereby reserved in the areas thereof that are within three feet of and exterior to the entire right-of-way boundaries of Aberdeen Court, Carron Circle, Dunmore Court, Melrose Boulevard, Paisley Court and Paisley Place for the purpose of constructing and maintaining a sidewalk for use by the public. Easements shown hereon outside of the platted area, within land owned by the undersigned, are reserved for the uses and purposes expressed herein

In Witness Whereof, JOSEPH TIMOTHY RINI, JR., President, of RAVEN DEVELOPMENT COMPANY has hereunto set his hand this 17th day of July, 1989

Signed and acknowledged  
in the presence of:

RAVEN DEVELOPMENT COMPANY

Marc T. Wamen

Joseph Timothy Rini Jr.  
JOSEPH TIMOTHY RINI, JR. President

STATE OF OHIO ss:

Before me, a Notary Public in and for said State, personally appeared JOSEPH TIMOTHY RINI, JR., President of RAVEN DEVELOPMENT COMPANY, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary corporate act and deed of said RAVEN DEVELOPMENT COMPANY, for the purposes therein expressed.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this 17th day of July, 1989.

My Commission Expires February 13, 1991

Approved this 21st day of September, 1989.

Approved this 25 day of Sept, 1989

Approved and accepted this 16th day of Sept., 1989, by Ordinance No. 89-64, wherein all of Aberdeen Court, McLead Parc, Carron Circle, Dunmore Court, Paisley Court, Paisely Place and Refugee Road shown dedicated hereon are accepted as such by the Council, for the Village of Pickerington, Ohio.

I hereby certify that the land described by this plat was transferred on Oct. 31, 1989.

I hereby certify that this plat was filed for recording on Oct 31, 1989 and that it was recorded on Oct 31, 1989 in Plat Cabinet 1 Slot 96 plat records of Fairfield County, Ohio

Fee \$ 64.80

Thomas V. Sibbald  
Notary Public State of Ohio

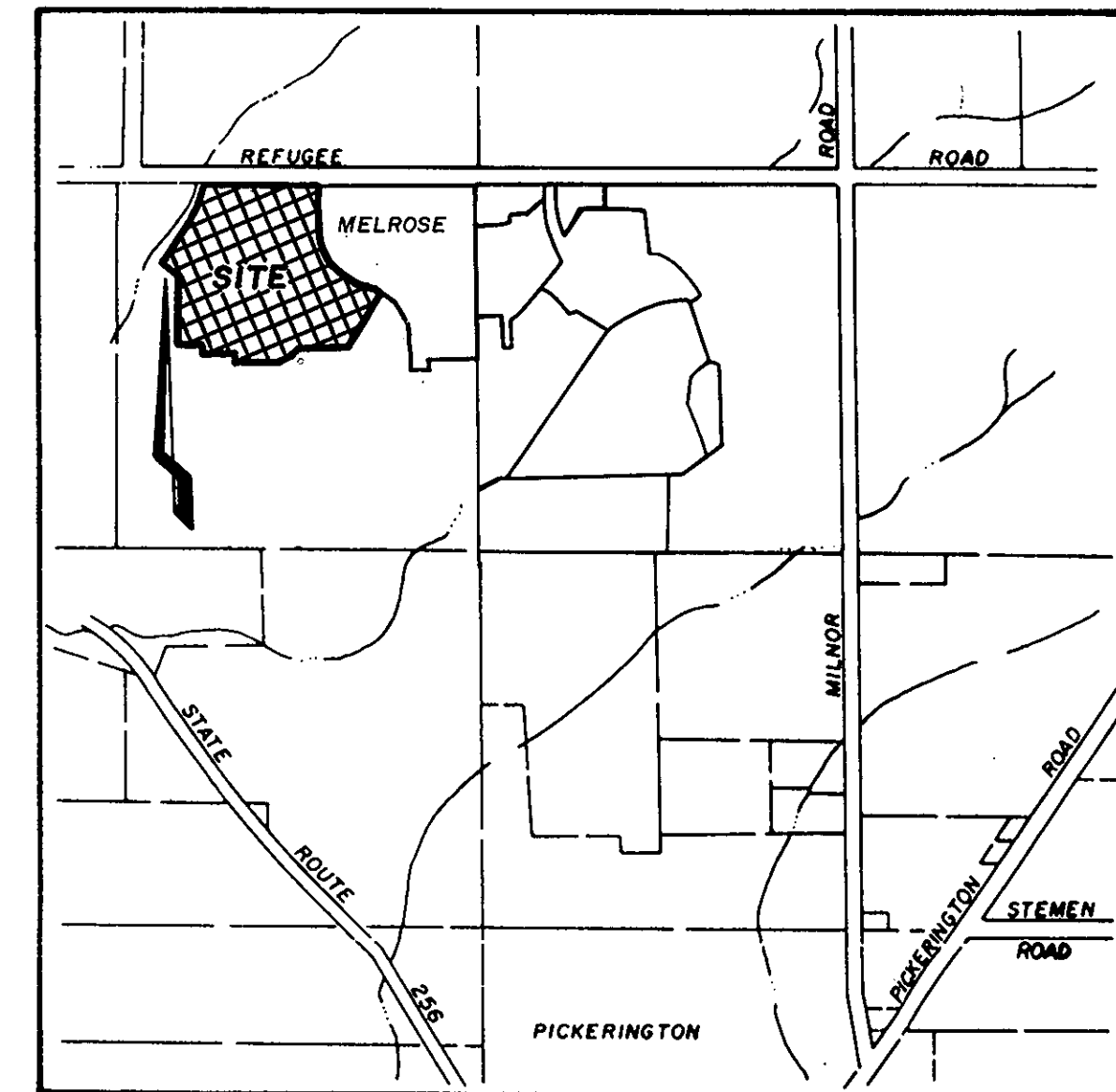
William J. Kammer  
Village Engineer Pickerington, Ohio

Conell Higgins  
Secretary of Planning Commission Pickerington, Ohio

Judy Setzer  
Village Clerk Pickerington, Ohio

James P. Reid by Kathy Scott  
Fairfield County Auditor

Gene Wood by Jan North  
Fairfield County Recorder



LOCATION MAP AND BACKGROUND DRAWING

54227  
RECEIVED in Fairfield County, Ohio  
12:02 O'CLOCK P.M.  
RECORDED Oct 31 1989  
PAGE 96  
Slot  
\$64.80  
OCT 31 1989  
Gene Wood  
Recorder in Fairfield County, Ohio

SURVEY DATA:

**BASIS OF BEARINGS:** The bearings on this plat are based on the same meridian as the bearings shown on the plat of Melrose of record in Plat Cabinet 1, Slot 78, Recorder's Office, Fairfield County, Ohio.

**SOURCE OF DATA:** The sources of recorded survey data are the records of the Fairfield County, Ohio, Recorder, referenced in the plan and text of this plat.

**IRON PINS:** Where indicated, unless otherwise noted, are to be set and are thirteen sixteenths (13/16) inch I.D., thirty (30) inches long with a plastic plug placed in the top bearing the initials E.M.H.T. INC.

**PERMANENT MARKERS:** Where indicated, unless otherwise noted, are to be set and are one (1) inch I.D., thirty (30) inches long, buried one (1) foot in depth with a plastic plug placed in the top bearing the initials E.M.H.T., INC.

SURVEYED & PLATTED  
BY  
**E.M.H.T. INC.**  
CONSULTING ENGINEERS & SURVEYORS  
6 GAHANNA, OHIO 43230

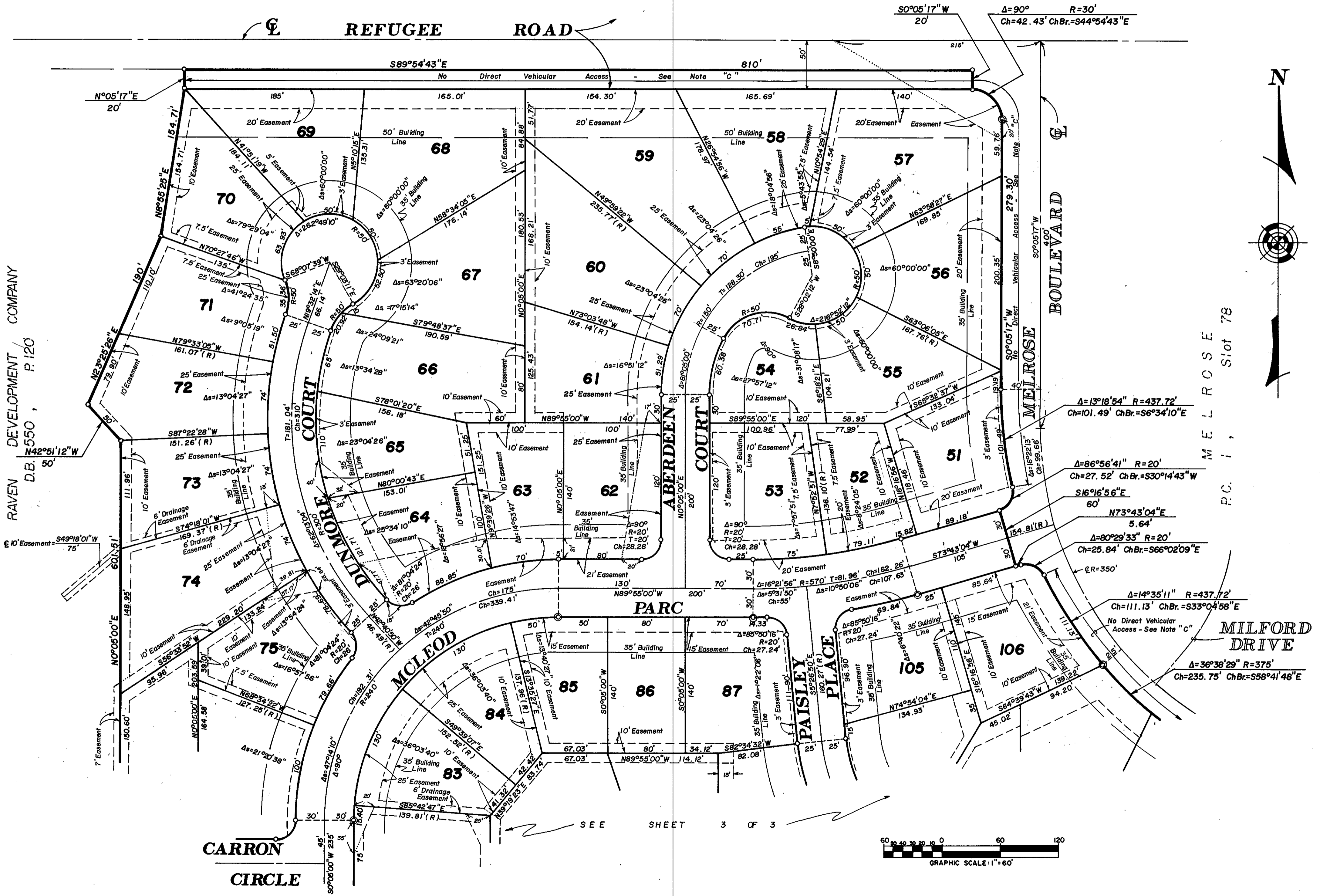
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Dimensions shown on curves are chord measurements.

○=Iron Pin    ⊙=Permanent Marker    Metric Conversion 1 ft. = .30480m

By E.E. Milby 20 Sept. 89  
Professional Surveyor No. 4965 Date



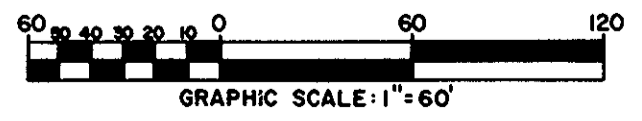
# MELROSE SECTION 2



RAVEN DEVELOPMENT COMPANY  
D.B. 550, P. 120

MELROSE  
P.C. I, Slot 78

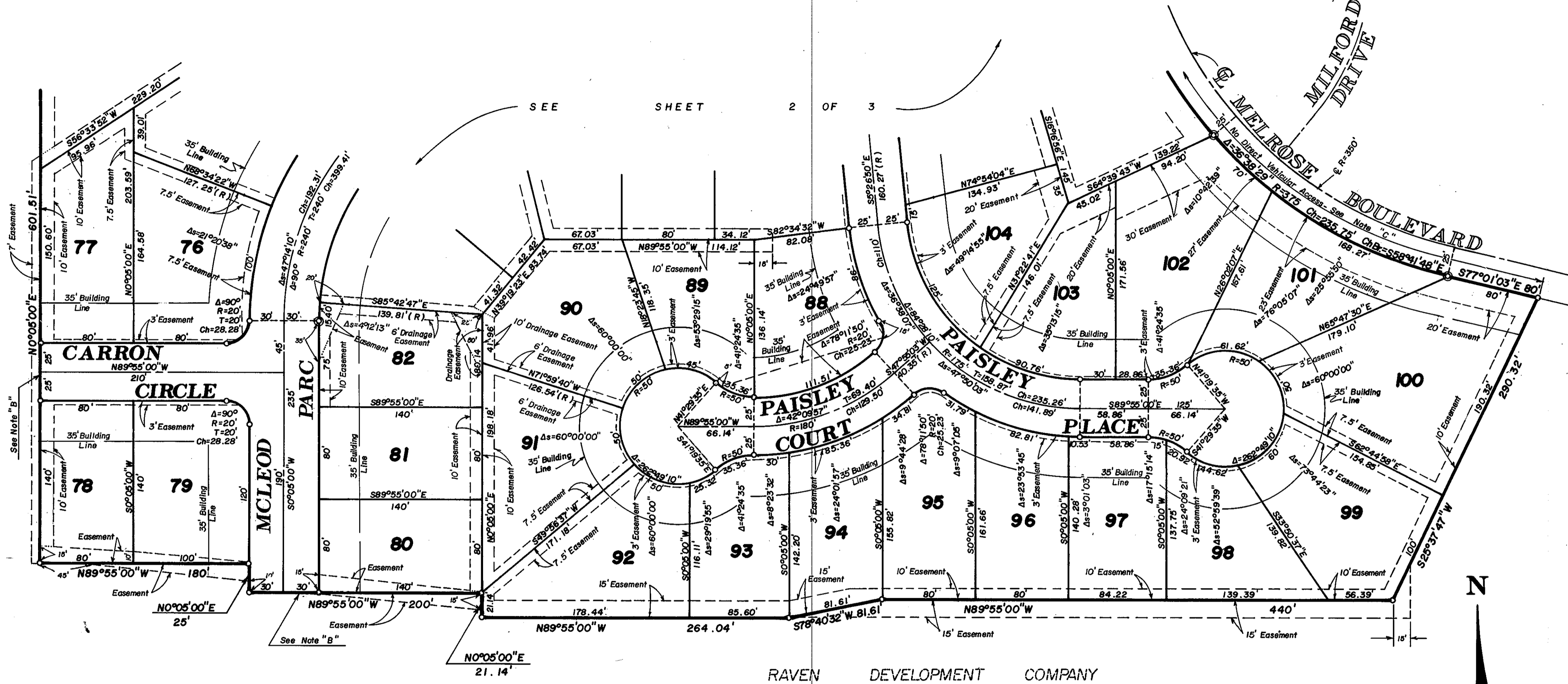
MILFORD DRIVE



# MELROSE SECTION 2

MELROSE  
P.C. 1, Slot 78

SEE SHEET 2 OF 3



RAVEN DEVELOPMENT COMPANY  
D.B. 550, P.120

**NOTE "A": DRAINAGE EASEMENTS:** An easement is hereby granted to the Village of Pickerington, Ohio, for the purpose of constructing, using and maintaining major storm drainage swales and underground utilities and appurtenant works in any part of easement areas designated "Drainage Easement" hereon including the right to clean, repair and care for said swales and utilities together with the right of access to said areas for said purpose. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat.

**NOTE "B":** No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by deed.

**NOTE "C": VEHICULAR ACCESS: REFUGEE ROAD AND MELROSE BOULEVARD (West and Southwest sides of Melrose Boulevard only).** Within the limits shown and specified hereon, RAVEN DEVELOPMENT COMPANY hereby waives and releases any and all right or rights of direct vehicular access or claims thereof to the present road improvements known as Refugee Road and Melrose Boulevard, as constructed or to the ultimate road improvements to be constructed in the future and the execution of this plat shall act automatically as a waiver to the Village of Pickerington, Ohio, in the elimination of any direct vehicular access to said roads either for present or future construction.

1) South 0° 05' 17" West, 20.00 feet to a point;

2) southeastwardly, with the arc of a curve to the right having a radius of 30.00 feet, a central angle of 90° 00' 00" and a chord that bears South 44° 54' 43" East, a chord distance of 42.43 feet to the point of tangency;

3) South 0° 05' 17" West, 279.30 feet to the point of curvature;

4) southwestwardly, with the arc of a curve to the left having a radius of 437.72 feet, a central angle of 13° 18' 54" and a chord that bears South 6° 34' 10" East, a chord distance of 101.49 feet to the point of reverse curvature;

5) southwestwardly, with the arc of a curve to the right having a radius of 20.00 feet, a central angle of 86° 56' 41" and a chord that bears South 30° 14' 43" West, a chord distance of 27.32 feet to a point;

6) South 16° 16' 56" East, 60.00 feet to a point;

7) North 73° 43' 04" East, 5.64 feet to the point of curvature;

8) southeastwardly, with the arc of a curve to the right having a radius of 20.00 feet, a central angle of 80° 29' 25" and a chord that bears South 66° 02' 09" East, a chord distance of 25.84 feet to the point of reverse curvature;

9) southeastwardly, with the arc of a curve to the left having a radius of 437.72 feet, a central angle of 14° 35' 11" and a chord that bears South 33° 04' 58" East, a chord distance of 111.13 feet to the point of compound curvature;

10) southeastwardly, with the arc of a curve to the left having a radius of 375.00 feet, a central angle of 36° 38' 29" and a chord that bears South 58° 41' 48" East, a chord distance of 235.73 feet to the point of tangency;

11) South 77° 01' 02" East, 80.00 feet to a point;

thence South 25° 37' 47" West, a distance of 290.32 feet to a point;

thence North 89° 55' 00" West, a distance of 440.00 feet to a point;

thence South 78° 40' 32" West, a distance of 81.61 feet to a point;

thence North 89° 55' 00" West, a distance of 264.04 feet to a point;

thence North 0° 05' 00" East, a distance of 21.14 feet to a point;

thence North 89° 55' 00" West, a distance of 200.00 feet to a point;

thence North 0° 05' 00" East, a distance of 25.00 feet to a point;

thence North 89° 55' 00" West, a distance of 180.00 feet to a point;

thence North 0° 05' 00" East, a distance of 601.51 feet to a point;

thence North 42° 51' 12" West, a distance of 50.00 feet to a point;

thence North 23° 25' 26" East, a distance of 190.00 feet to a point;

thence North 8° 55' 25" East, a distance of 154.71 feet to a point;

thence North 0° 05' 17" East, a distance of 20.00 feet to a point located 30.00 feet southerly from, as measured at right angles, both the northerly line of said Raven Development Company tract and the centerline of said Refugee Road;

thence North 89° 54' 43" East, and 30.00 feet southerly from, as measured at right angles, both northerly line of said Raven Development Company tract and the centerline of said Refugee Road, a distance of 810.00 feet to the true point of beginning and containing 23.594 acres of land, more or less.

Subject to all rights-of-ways, easements and restrictions, of any, of previous record.

The Deed Book and Plat Cabinet referred to in the foregoing description are records of the Fairfield County, Ohio, Recorder.



NOV 13 1989

*Gene Wood*  
Recorder in Fairfield County, Ohio

KNOW ALL MEN BY THESE PRESENTS, that RAVEN DEVELOPMENT COMPANY, an Ohio corporation, the Grantor, sometimes also referred to as DEVELOPER, which claims title by or through an instrument of record recorded in Deed Book 550, page 120, Fairfield County, Ohio, Recorder's Office, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of JEFFREY A. AUKER, TRUSTEE, the Grantee, whose tax mailing address is 1001 Eastwind Drive, Suite 402, Westerville, Ohio 43081, does give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

TRANSFERRED  
NOV 13 89  
*Gene Wood*  
Recorder in Fairfield County, Ohio

Situated in the State of Ohio, County of Fairfield, and Village of Pickerington, being further described as follows:

REAL ESTATE CONVEYANCE  
Tax \$ \_\_\_\_\_  
Exempt \$ \_\_\_\_\_  
*Gene Wood*  
Auditor, Fairfield County, Ohio

Being Lot Numbers Fifty-one (51) through One hundred and six (106), inclusive, of MELROSE, Section II, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 96, Recorder's Office, Fairfield County, Ohio.

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 her 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 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:

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single-family dwelling not to exceed two and one-half stories in height and shall have an attached or an integral garage with space for at least two (2) but no more than three (3) cars. The original cost of such dwelling shall not be less than \$95,000.

2. Architectural Control. No dwelling, garage or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises unless or until the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme therefor, grading plan of the lot, including the grade elevation of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and the plan, including the landscape plan, specifications and details of said dwelling shall have been submitted in writing to Grantor, its successors or assigns, and until such plans and specifications shall have been approved in writing by Grantor, which approval shall not be unreasonably withheld or delayed.

If Grantor fails to approve or disapprove such plans and specifications within Thirty (30) days after the submission thereof in writing to Grantor, such plans and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved. If Grantor ceases to exist as an entity, and this right of approval shall not have been specifically assigned to a successor in interest (which assignment shall be in writing and filed with the Recorder of Fairfield County, Ohio), then the approval of plans and specifications as set forth hereinabove shall be inoperative.

All construction work commenced on said premises shall be completed within a reasonable time after the start of construction thereof in accordance with the plans and specifications so approved by Grantor and Grantor shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with such plans and specifications. The location of any and all driveways shall be and shall remain as established upon each of said lots pursuant to the plans and specifications referred to hereinabove. No driveway shall be located, relocated, or suffered to remain upon any of said lots, except as approved by Grantor in writing. Post lamp and mailbox shall be installed and maintained in the locations designated by the Grantor and be of the type and style as determined by the Grantor.

This architectural control shall remain in effect throughout the initial development, and for the two years following the initial development. Plans and specifications shall be in such form and contain such detailed information as the Grantor may reasonably require. In all cases, each plan and specification shall comply with the design and review application and be approved by the Grantor.

3. Building Location. (a) No building shall be located on any lot nearer to the front lot line, rear property line, or nearer to the side street line than the minimum setback lines shown on the recorded plat. (b) No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. (c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility company is responsible.

5. Landscape, Mounding and Right of Way. Developer has placed landscape mounding and fencing on various lots that are adjacent to Melrose Boulevard and Refugee Road. In addition, the Developer has installed boulevard entranceway features at the entrance on Melrose Boulevard for the purpose of enhancing the aesthetic quality of the subdivision.

No Owner, contractor, or subcontractor of any Owner shall cause any improvements or alterations to be made to, placed on or in, or suffered to remain on or in any of the rights of way, landscape mounding areas, fences or boulevard entranceway features without the express written consent of the Developer, its successors or assigns.

Developer, its successors or assigns hereby reserves an easement over, through and upon those portions of any lot that contain the landscape mounding, fences or boulevard entranceway features for the purpose of maintenance, care and upkeep. It is the developers intent that Developer, its successors or assigns, shall be responsible for all maintenance, care and upkeep of the landscape mounding, fences and boulevard entranceway features until such time as Developer shall turn over this responsibility to all the owners of lots in the subdivision.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no structure of a temporary character, detached from the residence, shall be used for storage purposes unless specifically approved by the Grantor in writing, or during construction, no materials, supplies, or equipment shall be stored on the lot except inside a closed area.

8. Antennas. No radio, television, or other aerial, antenna, dish, tower, or other transmitting or receiving structure, or support therefor, shall be erected, installed, placed, or maintained upon any portion of the Property.

9. Clotheslines. The use of clotheslines or other similar hanging devices shall be strictly prohibited on subject premises.

10. Signs. No sign of any kind shall be displayed to the public view on any of the aforementioned lots except one professional sign of not more than one square foot may be attached to the front of a residence, and one sign of not more than five square feet advertising the premises for sale or for rent, and except those other signs as may be approved by Grantor intended to be used by a builder to advertise the premises during the construction and sales period. Notwithstanding the foregoing, the Grantor reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and realtor during the construction and sales period as to all of the aforementioned lots.

11. Mailboxes and Address Lettering. Developer reserves the right to establish standards for uniform mailboxes and address lettering, and that none of the aforementioned shall be constructed, displayed or erected without the prior consent of Developer.

12. Oils and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No such pets may be allowed to run unattended.

14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, which shall be concealed and contained within the dwelling unit or garages or concealed by means of a screening wall or material similar to and compatible with that of the Unit of the Lot, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year, except during the construction of a dwelling unit. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

15. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Village of Pickerington. Approval of such system as installed shall be obtained from such authority.

16. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Village of Pickerington. Approval of such system as installed shall be obtained from such authority.

17. Fences and Walls. No portion of any lot nearer to any street than the building setback lines as shown upon the recorded plat of the subdivision shall be used for any purposes other than that of a lawn, nor shall any fence or

wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building line of the actual building, excepting ornamental railings, walls, or fences not exceeding three (3) feet in height located on or adjacent to entrance, platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for walks, drives (if otherwise permitted), planting of trees or shrubbery, growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying the lot and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

No fence, wall, or other enclosure shall be located on any lot nearer to the rear property line than the minimum building set back lines shown on the recorded plat and shall not be located on any portion of the mounding constructed by the developer on those lots backing Refugee Road and Melrose Boulevard, excepting that which the Developer has installed.

No fences or walls erected upon any rear or side yard shall exceed four feet in height, except that fences located in the back yard of any lot which immediately enclose a deck, patio, hot tub, whirlpool, or in-ground swimming pool may be up to six feet in height. There shall be no metal or chain link fences installed on any lot. Developer reserves the right to establish standards for uniform fencing, and no fencing shall be constructed or erected without the prior consent of Developer.

18. Above Ground Swimming Pools. No above ground swimming pool shall be permitted on any lot at any time. Any outdoor hot tubs or whirlpools shall be screened from view.

19. Sight Distance at Intersection. No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines in a line connecting them at points 25 feet from the intersection of the street lines, or the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street or property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

20. Parking. No trucks, commercial vehicles, boats, trailers, vans, campers or mobile homes shall be parked or stored on the street or on the premises for any time period longer than 48 hours in any 30 (thirty) day period, provided, however, that nothing herein contained shall prohibit the reasonable use of such vehicles as may be necessary during construction of the homes to be constructed on the aforementioned lots.

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 the use and occupancy thereof, or for storage or the conveyance of machinery, tools, or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by an owner of a lot and his family.



21. Homeowners' Association.

(A) Simultaneously with its execution hereof, Declarant has caused an Ohio unincorporated association of Lot Owners to be formed, named Melrose Homeowners' Association (the "Association"). The members of the Association are and shall be Lot Owners, and the Association's purposes are and will be to maintain the entranceways and other amenities, and to enforce the deed restrictions and the conditions under which the maintenance will be carried out, all as set forth herein. The Association may, by a majority vote, adopt a set of by-laws and promulgate rules and regulations concerning maintenance of the entranceways and the establishment and collection of assessments. The Association may, also by a majority vote, elect to incorporate, under statutes set forth in the Ohio Revised Code, as an Ohio corporation, not-for-profit. Further, land adjacent to the Subdivision may be added to the plan created by this Declaration to take advantage of economies of scale and reduce per lot association costs and accomplish similar objectives. At such a time as the Association takes over for the Declarant, or if Declarant or its successors or assigns cease to exist as an entity, right of approval concerning Architectural Control will be assigned to the Association. The Deed Restrictions and By-laws adopted by the Association, as provided for herein, shall be binding upon all Lot Owners which have been added to the Plan by the Declarant.

(B) Entranceway Easements: Easements are herein reserved over the recorded easement and setback (or building line) areas for Lots Numbered Fifty-one (51), Fifty-five (55) through Fifty-nine (59), and Sixty-eight (68) through Seventy (70) of the Subdivision, for the installation of improvements, repairs and maintenance of the entranceway facilities. Any Lot Owner of such Lots shall at all times keep such areas accessible for maintaining and repairing the entranceway facilities and such Lot Owner, by his acceptance of a deed to such Lot, agrees to be bound by these conditions.

(C) Enforcement of Restrictions, Architectural Control, and Maintenance of the Amenities, Including But Not Limited to Mounding, Landscaping, Reserves, and Drainage Reserve by Declarant and Association: Until the completion and sale of not less than seventy-five percent (75%) of the dwellings in the Subdivision, Declarant shall be responsible for the installation and reasonable and proper maintenance of the amenities and enforcement of the Deed Restrictions and architectural control. On the January 1st immediately following the date upon which seventy-five percent (75%) of the Lots, with residential dwellings thereon, have been conveyed to bona fide purchasers, the Declarant covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the amenities. Until such turnover date, all improvements and maintenance costs in connection with the amenities shall be completed and paid for by Declarant. Improvements shall include such fencing, walls, landscaping and signage as Declarant, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. Declarant, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association. The instrument must be received by the Association not less than 90 days prior to the assumption of the responsibilities. All properties on which maintenance will be assumed by the Association shall be complete, and not in a condition requiring immediate attention by the Association.

(D) Association Members: Every owner of a Lot shall become a member of the Association, and each such

Owner, including Declarant, shall be entitled to one vote on each matter submitted to vote of the members for each Lot owned by him or it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(E) Alterations to Entranceway: Once the Association has assumed the responsibility for maintaining the amenities, no building, wall, fence, other structure or landscaping shall be added to or removed from the entranceway improvements installed by Declarant without the consent, expressed in writing, by the Association. Such consent shall be provided for by the Association according to its rules and regulations established for maintenance of the entranceway.

(F) Assessments: The Association shall be empowered to collect assessments for the maintenance of any and all amenities as hereinafter provided. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method of calculation of the amount assessed against each Lot, and the time when the same is due. The assessment may be billed in a lump sum or in installments, as the Association shall, in its sole discretion, determine. No assessment shall become due and payable unless written notice has been sent or delivered to the Lot Owner obligated to pay the same at least ten (10) days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

In the event any amount so assessed or levied is not paid when due and remains in arrears for more than thirty (30) days, the Association may charge interest on the entire unpaid balance at the highest rate of interest then permitted by law or such lower rate as the Association may from time to time determine and cause to be filed with the Fairfield County, Ohio, Recorder, a notice of lien describing the Lot, the assessment amount and interest due, and executed in accordance with the formalities then required to record a lien against real estate. All assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment fell due.

Upon written demand by a Lot Owner, the Association shall, within a reasonable period of time, issue and furnish to each Lot Owner a certificate, with respect only to the Lot or Lots owned by the requestor, stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all assessments and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

Notwithstanding the foregoing, the lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the

Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot.

(G) Authority to Assign or Enter Into Contracts: Any of the rights, powers, duties and obligations of the Association, which, in this instrument are to be assumed by the Association, may, after such assumption, be assigned or transferred by the Association to any one or more corporations, associations or entities which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Further, the Association shall have the power and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

(H) General: The plan of covenants, maintenance and assessments set forth herein has been established with respect to fifty-six (56) lots. Declarant presently intends to develop land contiguous to and south and west of the Subdivision into similar lots as those in the Subdivision, and with improvements comparable to and of a similar nature to those constructed in the Subdivision. However, market conditions and other factors make it impossible to commit that this is how this contiguous property will be developed. In the event that this adjacent property is so developed, Declarant believes that it would be in the best interests of all Lot owners that this adjacent property, or so much of it as is so developed, be added to the plan created by this Declaration, in order to effect economies of scale and accomplish similar objectives.

(I) Right to Expand: Consonant with the foregoing, if within six (6) years of the date of the recording of this Declaration, Declarant or its successors or assigns shall plat all or any portion of this contiguous property into lots and reserves substantially similar to the layout of the Subdivision, and if the same is developed with single-family residential homes on the lots, those lots and reserves may, at Declarant's sole discretion, be subjected to the provisions hereof, and those lots and reserves made a part of the plan created hereby, by the execution and recording by Declarant, or its designated successors or assigns, of a Supplemental Declaration describing the property to be subjected to this plan and reciting that the provisions hereof shall be applicable thereto and to the owners thereof.

(J) Effects of Annexation: Upon subsection of additional property to the terms hereof:

(1) The added portion including any additional amenity shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if the added portion had been provided herein as constituting part of the property subjected hereto, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the property in the Subdivision.

(2) The owner or owners of the added portion lots shall thereupon become Lot Owners, and members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Lot Owners; and

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(3) In all other respects all of the provisions of this Declaration shall include and apply to all additional property included in such Supplemental Declaration, and to the owners, mortgages and lessees thereof, with equal meaning and of like force and effect.

22. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

23. Enforcement. In connection with the restrictions contained herein, it is hereby provided that if, in the sole opinion of the Grantor, the enforcement of the provisions hereof would work an undue hardship by reason of the shape, dimensions or topography of any of the lots herein described or by reason of the shape, dimensions or topography of any of the lots herein described or by reason of the shape, dimensions or type of dwelling proposed to be erected on any of said lots, Grantor may, in its sole discretion, permit variations in size, type, location or otherwise that will not, in its sole discretion, do material damage in any abutting or adjacent property. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Grantor reserves the right in case of any violation or breach of any of the foregoing restrictions to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof as interpreted by the Grantor; and the said Grantor shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further, the Grantor may enjoin, abate or remedy by appropriate legal proceedings, either law or in equity, the continuance of any breach of these restrictions.

24. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor, Raven Development Company, has hereunto caused these presents to be subscribed this 8 day of NOVEMBER, 1989.

Signed and acknowledged  
in the presence of:

RAVEN DEVELOPMENT COMPANY  
an Ohio corporation

Quinn Kay Smith  
Sharon Williams

BY: J. Timothy Rini, Jr.  
J. Timothy Rini, Jr.  
President

STATE OF OHIO  
COUNTY OF FAIRFIELD, SS:

The foregoing instrument was acknowledged before me this 8th day of November, 1989 by J. Timothy Rini, Jr. President of Raven Development Company, an Ohio Corporation, on behalf of the corporation.



Karina S. Hull (Wofy)  
Notary Public

KARINA S. HULL  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JULY 27, 1991

Prepared by Steller, Magnuson & Orville, Attorneys-at-Law