

# MELROSE SECTION 7

Situated in the State of Ohio, County of Fairfield, City of Pickerington and in Section 4, Township 15, Range 20, Congress Lands, containing 21.089 acres of land, more or less, said 21.089 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 JOHN E. ALBERS, M.D., Chief Executive Officer, owner of the lands platted herein, duly authorized in the premises, does hereby certify that the attached plat correctly represents its "MELROSE SECTION 7", a subdivision containing Lots numbered 274 to 331, both inclusive, does hereby accept this plat of same and dedicates to public use, as such, all or parts of the Boulevard, Circle, Courts, Place and Way shown hereon and not heretofore dedicated.

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 all of the right-of-ways dedicated hereon for the purpose of constructing and maintaining a sidewalk for use by the public.

In Witness Whereof, JOHN E. ALBERS, M.D., Chief Executive Officer of RAVEN DEVELOPMENT COMPANY, has hereunto set his hand this 16 day of FEBRUARY, 1995.

Signed and acknowledged in the presence of:

RAVEN DEVELOPMENT COMPANY

Carlene Wilbur  
CARLENE WILBUR  
James F. Mosier  
JAMES F. MOSIER

By John E. Albers M.D.  
JOHN E. ALBERS, M.D.,  
Chief Executive Officer

STATE OF OHIO ss:

Before me, a Notary Public in and for said State, personally appeared JOHN E. ALBERS, M.D., Chief Executive Officer 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 uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 16th day of February, 1995.

My Commission Expires Life Time

James F. Mosier  
Notary Public, State of Ohio  
JAMES F. MOSIER

Approved this 6th day of Apr, 1995

Synda D. Jarter  
Secretary, Planning Commission,  
Pickerington, Ohio

Approved this 3rd day of April, 1995

Jan H. Dailey  
City Engineer,  
Pickerington, Ohio

Approved this 6th day of Apr, 1995

Joseph E. Buehler  
City Manager,  
Pickerington, Ohio

Approved and accepted this 6th day of Dec, 1995, by Ordinance No. 94-86 wherein all of the Boulevard, Circle, Courts, Place and Way shown dedicated hereon are accepted as such by the Council, for the City of Pickerington, Ohio.

Synda D. Jarter  
City Clerk,  
Pickerington, Ohio

I hereby certify that the land described by this plat was transferred on APRIL 13TH, 1995

Barbara Curtiss, Amd  
Fairfield County Auditor,  
by Gene Wood, Dep

I hereby certify that this plat was filed for recording on 4-14, 1995 and that it was recorded on 4-14, 1995 in Plat Cabinet 1, Slot 151 plat records of Fairfield County, Ohio

Gene Wood, REC by Jonda Crutcher  
Fairfield County Recorder, Deputy

Fee \$ 64.80

Situated in the State of Ohio, County of Fairfield, City of Pickerington and in Section 4, Township 15, Range 20, Congress Lands, and being part of the land conveyed to Raven Development Company by deed of record in Deed Book 550, Page 120, all references being to records of Recorder's Office, Fairfield County, Ohio, and being more particularly bounded and described as follows:

Beginning at a point in the easterly right-of-way line of Stewart Court, the same being the southwesterly corner of Lot 241 of "Melrose Section 5" of record in Plat Cabinet 1, Slot 127;

thence with the boundary of said "Melrose Section 5" the following four courses and distances:

1. North 89° 52' 25" East, a distance of 123.16 feet;
2. North 0° 07' 35" West, a distance of 155.00 feet;
3. North 30° 08' 21" West, a distance of 85.00 feet; and
4. North 48° 02' 01" West, a distance of 170.00 feet to the southeasterly corner of Lot 125 of "Melrose Section 3" of record in Plat Cabinet 1, Slot 116;

thence with the boundary of said "Melrose Section 3", the following seven courses and distances:

1. North 35° 00' 14" East, a distance of 150.00 feet to a point on the arc of a curve;
2. southeastwardly with the arc of a curve to the right (Delta = 5° 17' 26", Radius = 327.00 feet), a chord bearing and distance of South 52° 21' 03" East, 30.18 feet;
3. North 40° 17' 40" East, a distance of 207.22 feet;
4. North 81° 38' 56" East, a distance of 40.94 feet;
5. North 0° 05' 00" East, a distance of 200.00 feet to a point on the arc of a curve;
6. southwestwardly with the arc of a curve to the left (Delta = 4° 52' 51", Radius = 275.00 feet), a chord bearing and distance of South 87° 38' 34" West, 23.42 feet; and
7. North 4° 47' 51" West, a distance of 151.55 feet to the northeasterly corner of Lot 121 of said "Melrose Section 3", the same being in the southerly line of Lot 98 of "Melrose Section 2" of record in Plat Cabinet 1, Slot 96;

thence along the boundary of said "Melrose Section 2" the following two courses and distances:

1. South 89° 55' 00" East, a distance of 191.53 feet; and
2. North 25° 37' 47" East, a distance of 290.32 feet to the northeasterly corner of Lot 100 of said "Melrose Section 2" and in the southerly boundary of "Melrose" of record in Plat Cabinet 1, Slot 78, also being in the southerly right-of-way line of Melrose Boulevard;

thence with said southerly boundary the following two courses and distances:

1. South 77° 01' 03" East, a distance of 53.73 feet to the point of curvature of a curve to the right; and
2. southeastwardly with the arc of a curve to the right (Delta = 5° 47' 37", Radius = 465.00 feet), a chord bearing and distance of South 74° 07' 14" East, 47.00 feet to the northwesterly corner of Lot 170 of "Melrose Section 4", of record in Plat Cabinet 1, Slot 112;

thence along the boundary of said "Melrose Section 4" the following four courses and distances:

1. South 18° 46' 34" West, a distance of 140.00 feet;
2. South 65° 03' 04" East, a distance of 69.89 feet;
3. South 46° 31' 58" East, a distance of 138.97 feet; and
4. South 21° 50' 30" East, a distance of 138.97 feet;
5. South 3° 20' 21" East, a distance of 77.75 feet;

thence South 0° 10' 33" East, a distance of 467.33 feet with, in part, the said boundary of "Melrose Section 4", and crossing the said Raven Development Company tract to a point;

thence continuing across the said Raven Development Company tract, the following 13 courses and distances:

1. South 28° 11' 40" West, a distance of 134.86 feet;
2. South 52° 31' 07" West, a distance of 133.19 feet;
3. South 68° 50' 35" West, a distance of 67.77 feet;
4. South 89° 52' 25" West, a distance of 148.24 feet;
5. South 0° 07' 35" East, a distance of 190.00 feet;
6. South 89° 52' 25" West, a distance of 25.00 feet;
7. South 0° 07' 35" East, a distance of 140.00 feet;
8. South 89° 52' 25" West, a distance of 80.00 feet;
9. South 55° 26' 02" West, a distance of 123.70 feet to a point on the arc of a curve; southeastwardly with the arc of a curve to the left (Delta = 13° 39' 41", Radius = 200.00 feet), a chord bearing and distance of South 47° 29' 01" East, 47.57 feet;
11. South 35° 41' 09" West, a distance of 50.00 feet to a point on the arc of a curve;
12. southwestwardly with the arc of a curve to the left (Delta = 73° 28' 21", Radius = 20.00 feet), a chord bearing and distance of South 88° 56' 58" West, 23.93 feet; and
13. South 0° 07' 35" East, a distance of 186.88 feet to a point in a southerly line of the said Raven Development Company tract and in the northerly line of the Pickerington Youth Soccer Association, Inc. tract of record in Deed Book 542, Page 489;

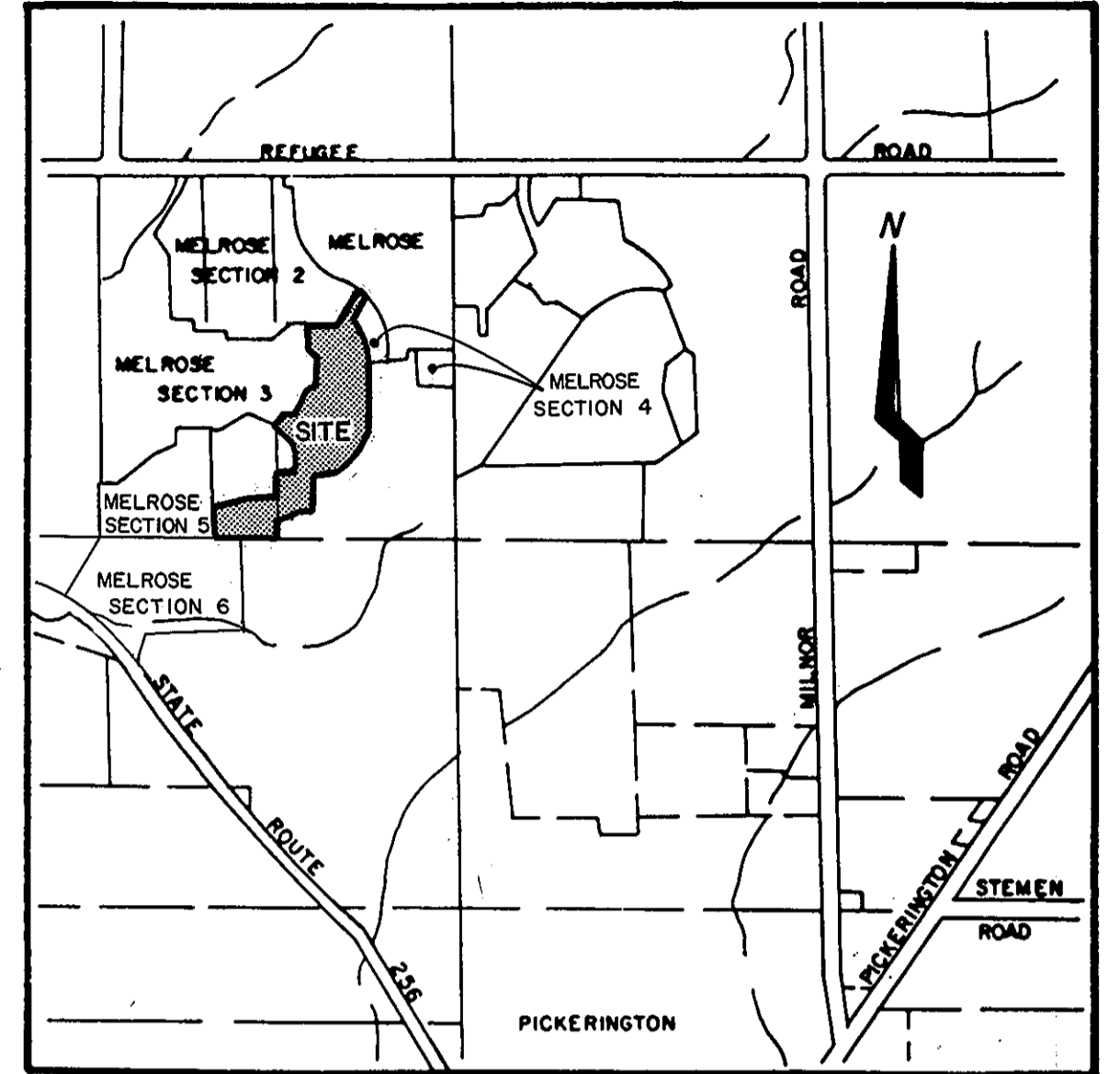
thence South 89° 52' 25" West, a distance of 479.37 feet with the said southerly line of the Raven Development Company tract and the said northerly line of the Pickerington Youth Soccer Association, Inc. tract to the northwesterly corner of the said Pickerington Youth Soccer Association, Inc. tract;

thence South 89° 58' 01" West, a distance of 13.39 feet crossing the said Raven Development Company tract to the southeasterly corner of Lot 187 of said "Melrose Section 5";

thence along the boundary of said "Melrose Section 5" the following courses and distances:

1. North 0° 01' 59" West, a distance of 270.00 feet;
2. North 71° 04' 26" East, a distance of 135.09 feet;
3. North 82° 24' 36" East, a distance of 157.26 feet;
4. North 2° 47' 30" West, a distance of 135.00 feet to a point on the arc of a curve;
5. northeastwardly with the arc of a curve to the right (Delta = 2° 39' 55", Radius = 1075.00 feet), a chord bearing and distance of North 88° 32' 28" East, 50.00 feet;
6. North 0° 07' 35" West, a distance of 50.00 feet to a point on the arc of a curve;
7. northwestwardly with the arc of a curve to the right (Delta = 87° 44' 51", Radius = 20.00 feet), a chord bearing and distance of North 46° 15' 09" West, 27.72 feet to the point of tangency of said curve;

thence North 2° 22' 44" West, a distance of 80.85 feet to the point of beginning, containing 21.089 acres of land, more or less.



LOCATION MAP AND BACKGROUND DRAWING  
SCALE: 1" = 1,300'

### SURVEY DATA:

**BASIS OF BEARINGS:** The bearings shown 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.

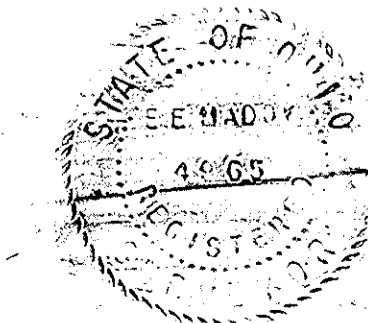
SURVEYED & PLATTED BY  
**EMH&T**  
CONSULTING ENGINEERS & SURVEYORS  
GAHANNA, OHIO 43230

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. Mully Professional Surveyor No. 4365    Date 10 March 95

71325  
RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 8:05 O'CLOCK AM  
RECORDED 4-14-95  
RECORD 247 VOL 7 PAGE 759  
64 APR 14 1995  
Gene Wood  
RECORDER, FAIRFIELD COUNTY, OHIO



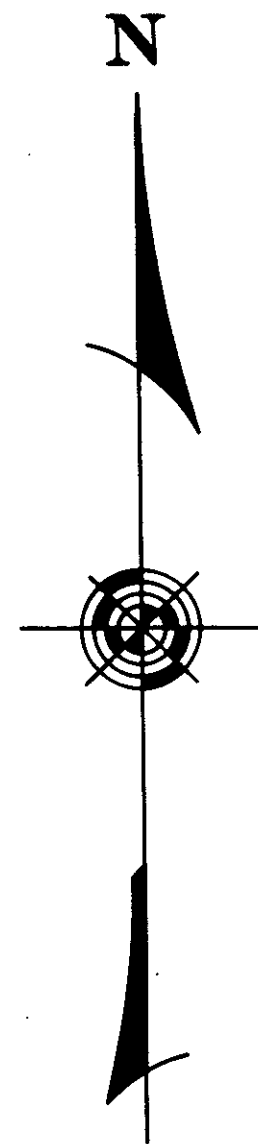
F-483

# MELROSE SECTION 7

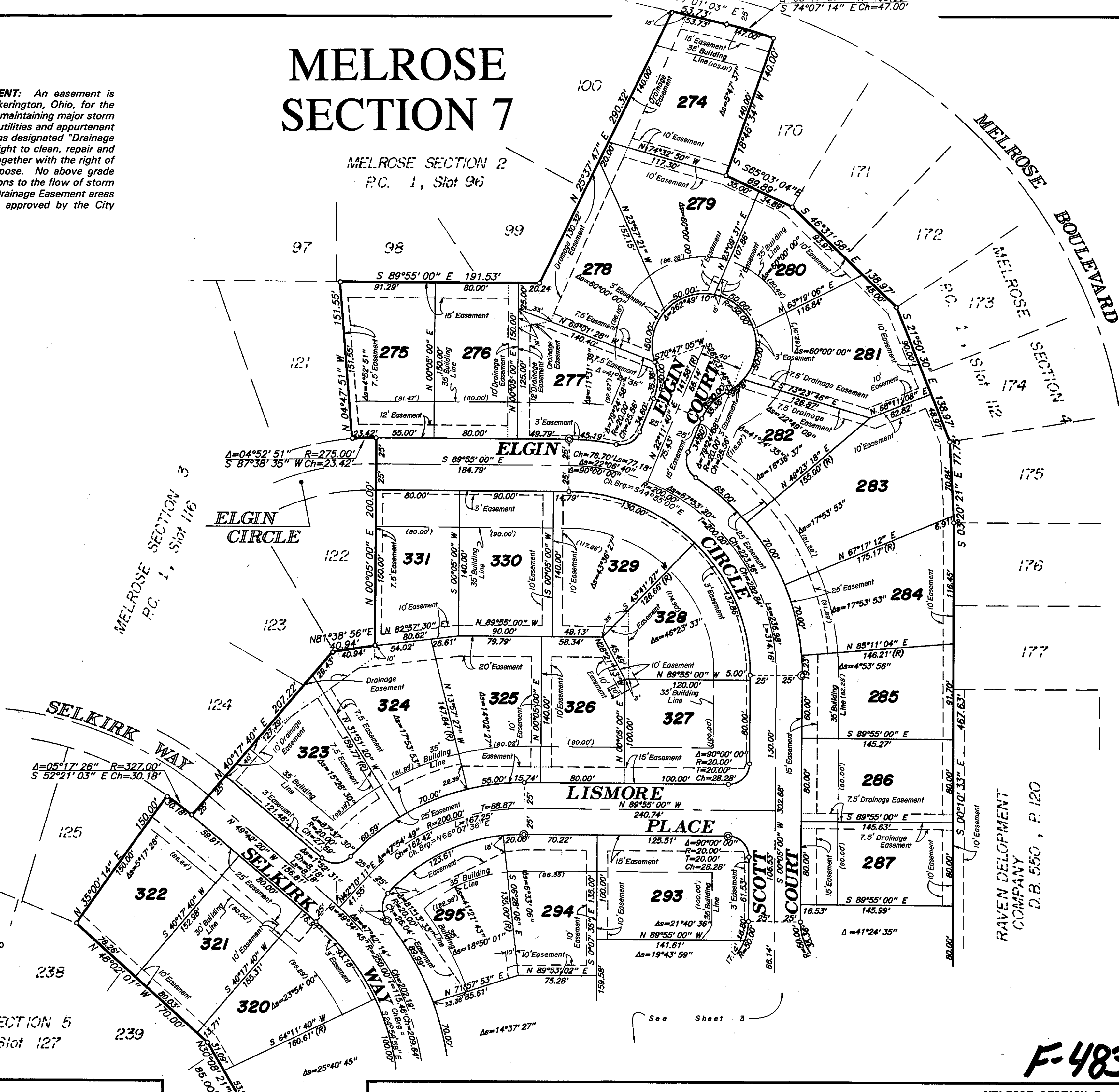
MELROSE SECTION 2  
P.C. 1, Slot 96

**NOTE "A" - DRAINAGE EASEMENT:** An easement is hereby granted to the City 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 unless approved by the City Engineer of Pickerington.

**OWNER AND DEVELOPER:**  
Raven Development Company  
Bates Drive  
P.O. Box 281  
Pickerington, Ohio 43147  
Phone: 864-3047



MELROSE SECTION 5  
P.C. 1, Slot 127



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

## F-483



# MELROSE SECTION 7

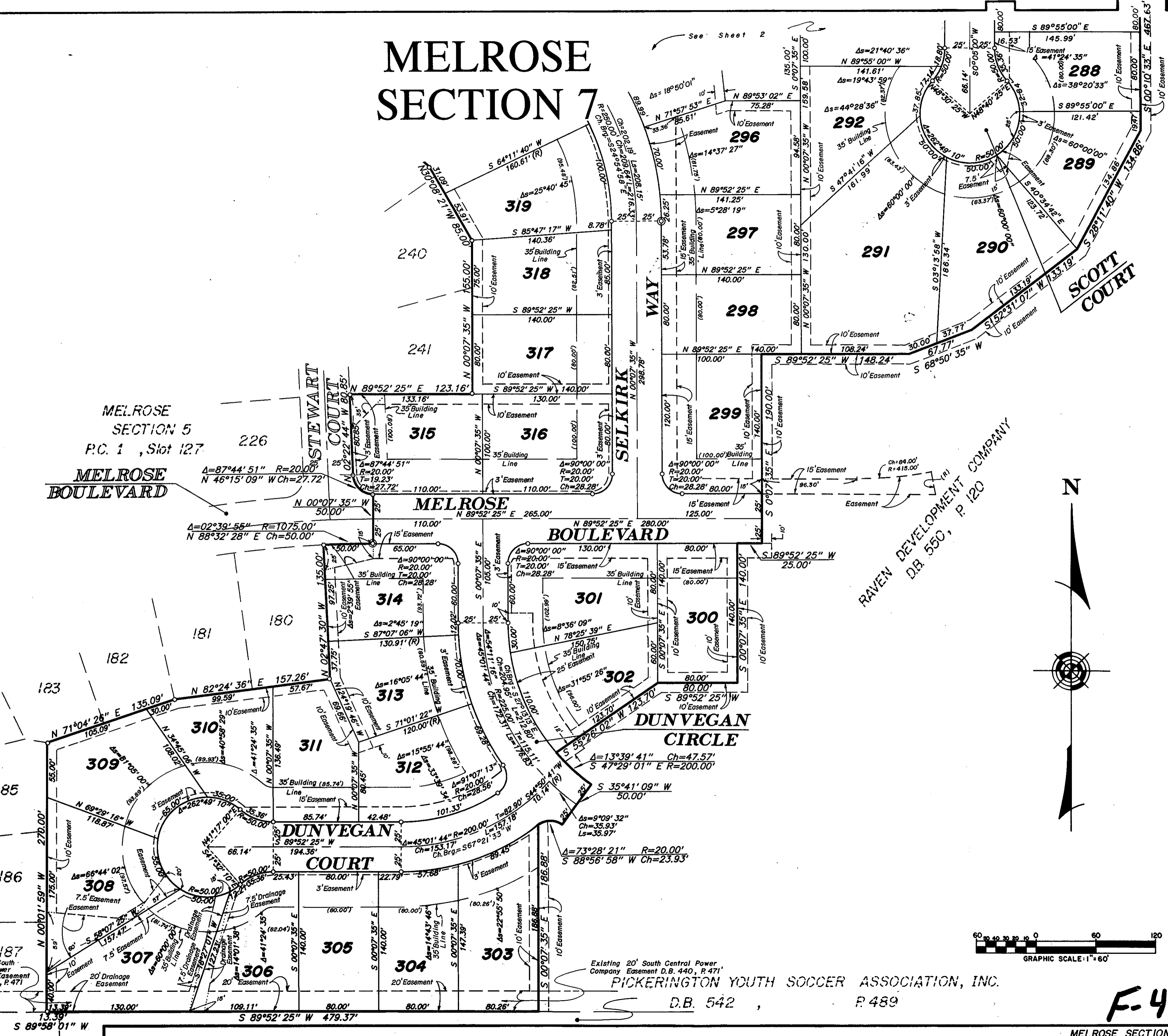
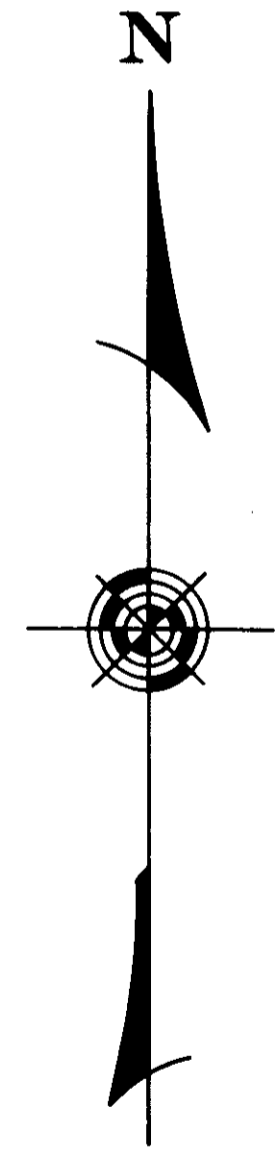
MELROSE SECTION 5  
P.C. 1, Slot 127

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

MELROSE SECTION 5  
P.C. 1, Slot 127

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

Existing 20' South Central Power Company Easement D.B. 440, P. 471  
PICKERINGTON YOUTH SOCCER ASSOCIATION, INC.  
D.B. 542, P. 489



F-483

COPY

FIRST AMENDED  
DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS

FOR

MELROSE, SECTION 7

THIS FIRST AMENDED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS is made as of the 28th day of August, 1996, by M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation and ROCKFORD HOMES, INC., an Ohio corporation.

A. M/I Schottenstein Homes, Inc. ("M/I") is the owner of Lots numbered <sup>276</sup>277, 278, 279, 281, <sup>282</sup>283, 284, 285, 286, 289, 290, 291, 293, 294, 295, 297, 299, 301, 303, 304, 307, 309, 311, <sup>312</sup>315, 317, 318, 319, <sup>323</sup>324, 325, 326, 329, 330 and 331 in Melrose Section 7, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 159, Recorder's Office, Fairfield County, Ohio (the "M/I Property").

B. Rockford Homes, Inc. ("Rockford") is the owner of Lots numbered 274, 275, 287, 288, 302, 305, 306, 310, 313, 314, 316, 321, 322, 327 and 328 in Melrose Section 7, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 159, Recorder's Office, Fairfield County, Ohio (the "Rockford Property").

C. M/I and Rockford (collectively "Declarants") desire to develop the aforementioned Lots into a residential subdivision, and to restrict the use and occupancy of the lots for the protection of the lots and the future owners of the lots.

D. Declarants declare that all of the lots shall be held, developed, encumbered, leased, occupied, improved, used, and

conveyed subject to the following covenants, easements, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the lots and be binding on all parties having any right, title or interest in the lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of the lots.

Declarants hereby covenant for themselves and their successors and assigns, that the Premises are free and clear of all liens and encumbrances whatsoever created by or under Declarants 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 the Premises; and that Declarants will forever warrant and defend the Premises, with the appurtenances, for themselves and their successors and assigns, against the lawful claims of all persons claiming through Declarants, 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, Declarants execute and record each and all of the following reservations, restrictions, conditions, easements, covenants, obligations and charges ("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 houses 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 houses shall not be less than \$95,000. Two story houses will have a minimum of 1,900 square feet of floor space and ranches will have a minimum of 1,500 square feet of floor area. Garages and porches will be excluded in determining square feet. No bi-level houses will be built on the lots.

2. Exterior Elevations. Exterior walls of all residences shall be stone, brick, wood, vinyl or aluminum or a combination thereof. Declarants will use their best effort to ensure that the same elevations, exterior color schemes and all vinyl or aluminum fronts, will not be built on side by side residences.

3. Colors. Soft, warm, harmonious shades of earth tones and grays will be used on all buildings. Bright or obtrusive color schemes will not be used. Roofing shingles will be kept consistent throughout the subdivision. Overhead garage doors are to be painted to match the trim color or when wooden doors are used, stained with semitransparent stain to match the trim color.

4. Fireplaces and Chimneys. The primary fireplace and chimney structures, if any, of houses shall be of masonry construction, except for Lots Nos. 274, 305 and 313. Additional fireplaces may be prefabricated units, however, any exterior portion of the prefabricated flue must be framed in to conceal the metal flue and to approximate the proportion and scale of a typical chimney. Direct vent fireplaces are acceptable.

5. Driveways. The location of any and all driveways shall be and shall remain as established upon each of the lots pursuant to the plans and specifications as approved under Section 10. Driveways shall be of concrete construction and no driveway shall be located or relocated except by approval of Declarants in writing.

6. Mailboxes, Address Lettering and Post Lamps. All residences will be provided with a mailbox post similar in size, shape and color as that set out on **Exhibit A**. A standard address stone with uniform lettering will be provided and used for all residences where the front elevation is of masonry or part masonry construction. Mailboxes shall be installed and maintained in the locations designated by Declarants. Post lamps shall be installed and maintained in the locations designated by Declarants and be of the type and style as determined by Declarants.

7. Fences and Walls. Fences within the Premises are not encouraged because they fragment the landscape. No portion of any lot nearer to any street than the building setback lines as shown upon the recorded plat of the Premises 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 allowed 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 the entrance, porches 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 allowed 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.

No fences or walls erected upon any rear or side yard shall exceed four (4) 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 (6) feet in height. There shall be no metal or chain link fences installed on any lot. Declarants reserve the right to establish standards for uniform fencing, and no fencing shall be constructed or erected without the prior consent of Declarants. All fences are subject to Architectural Control pursuant to §10 below.

8. Lot Landscaping. As part of the construction of any residence, the following shall be included as part of the landscaping:

One shade tree, one and one-half to two inches in diameter at ground level.

One ornamental tree, one inch to one and one-half inches in diameter at ground level.

Three evergreen shrubs, fifteen to eighteen inches above ground level.

Three cottoneaster plants, fifteen to eighteen inches above ground level.

Five daylilies of one gallon container size.  
Twenty bags of hardwood mulch.

Two street trees, one and one-half to two inches in diameter at ground level.

9. 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 building shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. (c) For 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.

10. Architectural Control. No building, garage, improvement, fence or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or allowed to remain upon the Premises unless or until the size, location, type, style or architecture, use, the materials of construction thereof, the color scheme therefor, grading plan of the lot, including the grade elevation of the building, the plot plan showing the proposed location of the building upon the Premises and the plan, including the landscape plan, specifications and details of the building shall have been submitted in writing to Rockford or M/I (as applicable) Declarants, its successors or assigns, and until such plans and specifications shall have been approved in writing by Rockford or M/I (as applicable), which approval shall not be unreasonably withheld or delayed.

If such Declarant fails to approve or disapprove such plans and specifications within thirty (30) days after the submission thereof in writing to such Declarant, such plans and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved. If such Declarant 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 shall be deemed to have been assigned to the Association under Section 26 below.

All construction work commenced on the Premises shall be completed within a reasonable time after the start of construction thereof in accordance with the plans and specifications so approved by Declarants, and Declarants shall have the right to inspect all such construction work at all reasonable times to ensure compliance with the plans and specifications.

Plans and specifications shall be in such form and contain such detailed information as such Declarant may reasonably require. In all cases, each plan and specification shall comply with the design and review application and be approved by such Declarant until such time as such Declarant has assigned this responsibility to the Association pursuant to Section 26 hereof.

11. 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.

12. Common Easements for Landscaping and Mounding.

Easements have been retained for the benefit of the Association, 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. No Owner, contractor, or subcontractor of any Owner shall cause any improvements or alterations to be made to, placed on or in, or allowed to remain on or in any of the easements for landscaping and mounding areas, fences or boulevard entranceway features without the express written consent of Declarants, their successors and assigns. Any Owner of such Lots shall at all times keep such areas accessible for maintaining and repairing the entranceway facilities and amenities and such Lot Owner, by acceptance of a deed to such lot, agrees to be bound by these conditions.

13. 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.

14. 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 Declarants in writing, or during construction, no materials, supplies, or equipment shall be stored on the lot except inside a closed area.

15. 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 Premises.

16. Clotheslines. The use of clotheslines or other similar hanging devices are strictly prohibited on the Premises.

17. Signs. No sign of any kind shall be displayed to the public view on any of the 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 residence for sale or for rent, and except those other signs as may be approved by Declarants intended to be used by a builder and Realtor to advertise the residence during the

construction and sales period. Notwithstanding the foregoing, Declarants reserve 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 lots.

18. 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.

19. 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 purpose. No such pets may be allowed to run unattended.

20. 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 building or garage or concealed by means of a screening wall or material similar to and compatible with that of the residence, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year, except during the construction. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

21. 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 Pickerington. Approval of such system as installed shall be obtained from such authority.

22. 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 Pickerington. Approval of such system as installed shall be obtained from such authority.

23. 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.

24. Sight Distance at Intersection. No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 twenty-five (25) feet from the intersection of the street lines, or in 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 ten (10) feet from the intersection of a street or property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

25. 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 forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing herein contained shall prohibit the reasonable use of such vehicles as may be necessary during construction.

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 work 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.

26. Homeowners' Association.

(A) An Ohio non profit corporation for lot owners in Sections 1 through 8 of Melrose Subdivision has been formed, named The Melrose Homeowners' Association of Pickerington, Inc. (the "Association"). The members of the Association are and shall be lot owners, and the Association's purposes is and will be to maintain the entranceway and amenities to Melrose Subdivision and common areas, and to enforce restrictions and conditions under which the maintenance will be carried out along with the enforcement of these restrictions, 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. All rights and obligations reserved to Declarants herein will pass to the Association when Declarant(s) have conveyed all of the lots of the Premises to third party grantees-buyers, provided however, that the Association will be responsible for Architectural Control for individual lots in the Premises subsequent to the time any such lots have been conveyed to a third-party grantee-buyer who is a member of the Association.

(B) Association Members. Every owner of a lot except for Declarants, shall become a member of the Association, and each such

owner, shall be entitled to one vote on each matter submitted to vote of the members for each lot owned by him, her 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.

(C) Maintenance of the Amenities at the Route 256 Entrance. Rockford shall have the responsibility for the reasonable and proper maintenance of the Route 256 entrance amenities including mowing, pond and fence maintenance, trimming and landscaping through 1997. Rockford and the Association will equally share such costs for 1998 by mutual agreement. The Association will assume responsibility for all other costs of caring for the entranceways and other amenities.

(D) Alterations to Entranceways and Amenities. Except as provided for herein, the Association has assumed the responsibility for maintaining the entranceways and amenities as provided in Section 12. No building, wall, fence, other structure or landscaping shall be added to or removed from the entranceway improvements and amenities without the consent, 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 entranceways and amenities.

(E) Assessments. The Association shall be empowered to collect assessments from its members for the maintenance of any and all entranceways and amenities or as otherwise approved by the members of the Association. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the lots, other than special assessments as provided for in the Code of Regulations. As soon as it 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, as the Association shall, in its sole discretion, determine. No assessments 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.

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 Recorder of Fairfield County, Ohio, 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 cost, 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 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 become due and payable prior to the time such holder or purchaser takes title to that lot.

(F) Authority to Assign or Enter Into Contracts. Any of the rights, powers, duties and obligations of the Association, which, like 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 such 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.

26. 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 (30) years from the date this Deed is recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.



27. Enforcement. In connection with the restrictions, it is hereby provided that if, in the opinion of Declarants, the enforcement of the provisions hereof would work an undue hardship by reason of the shape, dimensions or topography of any of the lots or by reason of the shape, dimensions or type of building proposed to be erected on any of the lots, Declarants may, with the consent of the Association, permit variations in size, type, location or otherwise that will not, in its sole discretion, do material damage to 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.~~ Declarants reserve the right in case of any violation or breach of any of the 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, any building, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof as interpreted by Declarants; and Declarants shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further, Declarants may enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach of these restrictions except as otherwise specifically provided for herein. Except as otherwise specifically provided herein, enforcement of these restrictions will be by the Association when Declarants have conveyed all of the lots of the Premises to third party grantees-buyers.

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

THE RESTRICTIONS AND PROVISIONS CONTAINED IN THIS FIRST AMENDED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR MELROSE, SECTION 7, AMENDS THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR THE AFOREMENTIONED LOTS IN MELROSE, SECTION 7, DATED MARCH 21, 1996, AND RECORDED IN DEED BOOK 645, PAGE 687, RECORDER'S OFFICE, FAIRFIELD COUNTY, OHIO.

The undersigned by their execution hereby each join in this Declaration and hereby agree to enforce its rights and be bound by its obligation as provided for herein.

ROCKFORD HOMES, INC.,  
an Ohio corporation

Jeannette L. McPeck  
[Witness]

Jeannette L. McPeck  
[Print Name]

Sara DeBoer  
[Witness]

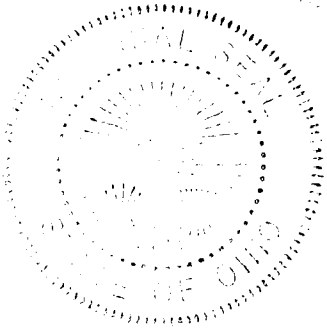
Sara DeBoer  
[Print Name]

By: Robert E. Yoakam, Jr.  
Robert E. Yoakam, Jr.,  
President

STATE OF OHIO  
COUNTY OF Franklin, ss:

BE IT REMEMBERED, that before me on this 28th day of August, 1996, appeared Robert E. Yoakam, Jr., in his capacity as President of Rockford Homes, Inc., who acknowledged the signing of the foregoing instrument, to be his voluntary act and deed, for uses and purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.



Sara DeBoer  
Notary Public

SARA DeBOER  
Notary Public, State of Ohio  
My Commission Expires January 31, 1999

**TRANSFER  
NOT NECESSARY**

SEP 6 1996

Barbara Curtiss  
AUDITOR, FAIRFIELD COUNTY, OHIO

7412  
RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 8:35 O'CLOCK A.M.  
RECORDED 9-6-96  
RECORDED VOL 651 PAGE 978

58 SEP 6 1996  
Gene Wood  
RECORDER, FAIRFIELD COUNTY, OHIO

M/I SCHOTTENSTEIN HOMES, INC.,  
an Ohio corporation

Darlene W. Smith  
[Witness]  
Darlene W. Smith  
[Print Name]  
Shawn M. DeFrancisco  
[Witness]  
SHAWN M. DEFRANCISCO  
[Print Name]

By: Thomas Simpson  
Thomas Simpson,  
Senior Vice President and  
Regional Manager

STATE OF OHIO  
COUNTY OF Franklin, ss:

BE IT REMEMBERED, that before me on this 27<sup>th</sup> day of August, 1996, appeared Thomas Simpson, in his capacity as Senior Vice President and Regional Manager of M/I Schottenstein Homes, Inc., who acknowledged the signing of the foregoing instrument, to be his voluntary act and deed, for uses and purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.

Darlene W. Smith  
Notary Public

This instrument was prepared by:  
RICHARD T. RICKETTS, ESQ.  
RICKETTS & ONDA CO., L.P.A.  
300 SOUTH SECOND STREET  
COLUMBUS, OHIO 43215-6001



DARLENE W. SMITH  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 25, 1999

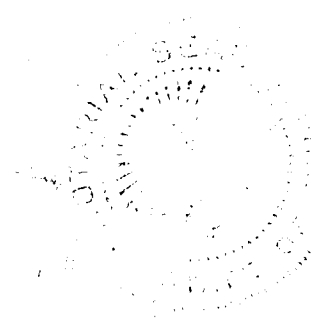
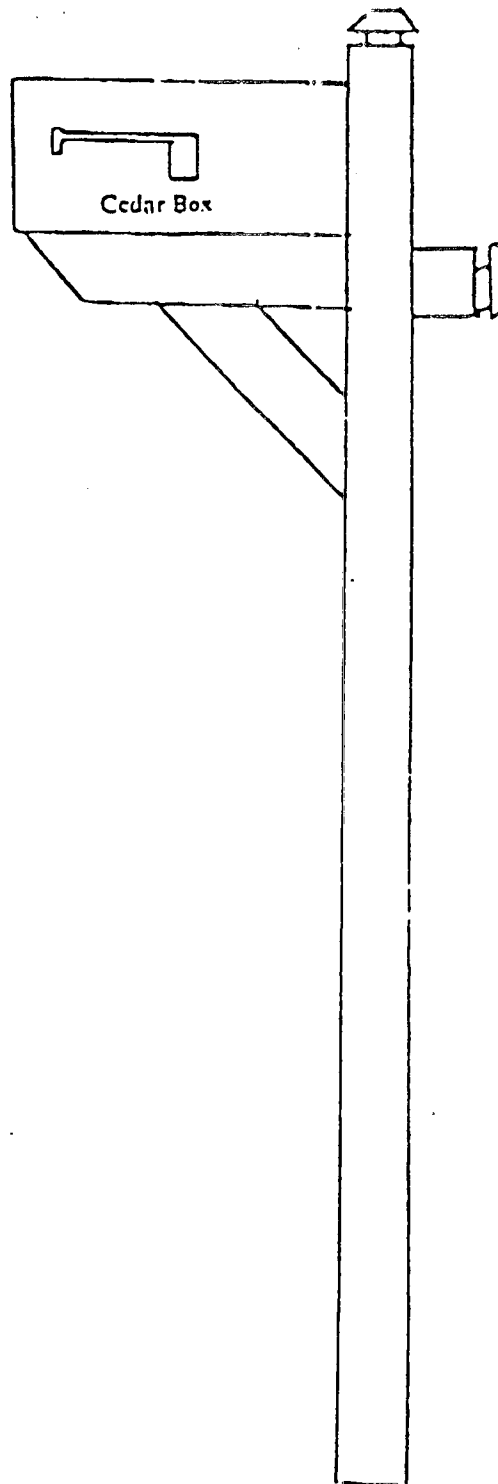


EXHIBIT A



All Material Made of Cedar  
4 x 4 Cedar Post  
Standard Rural Box  
Painted: Beige Stain