

# MELROSE SECTION 5

Situated in the State of Ohio, County of Fairfield, City of Pickerington and in Section 4, Township 15, Range 20, Congress Lands and containing 24.099 acres of land, more or less, said 24.099 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 5**", a subdivision containing Lots numbered 180 to 241, both inclusive, does hereby accept this plat of same and dedicates to public use, as such, all or parts of Brookside Drive, McLeod Parc, Melrose Boulevard, Stewart Court, Umbleby Place 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 Melrose Boulevard, Stewart Court and Umbleby 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 24th day of September, 1992.

Signed and acknowledged  
in the presence of:

**RAVEN DEVELOPMENT COMPANY**

Thomas D. Sibbalds  
Thomas D. Sibbalds.  
Mark Ward

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 Whereof, I have hereunto set my hand and affixed my official seal this 24th day of September, 1992.

My Commission Expires February 13, 1996

Thomas D. Sibbalds  
Notary Public Thomas D. Sibbalds State of Ohio

Approved this 20th day of October, 1992

Susan G. Sheikh  
Secretary of Planning Commission, Susan G. Sheikh Pickerington, Ohio

Approved this 12th day of Oct, 1992

Jim R. Reulley  
City Engineer, Jim R. Reulley Pickerington, Ohio

Approved this 20th day of October, 1992

Joseph E. Reislman  
City Manager, Joseph E. Reislman Pickerington, Ohio

Approved and accepted this 20th day of October, 1992, by Ordinance No. 92-73, wherein all of Brookside Drive, McLeod Parc, Melrose Boulevard, Stewart Court, Umbleby Place shown dedicated hereon are accepted as such by the Council, for the City of Pickerington, Ohio.

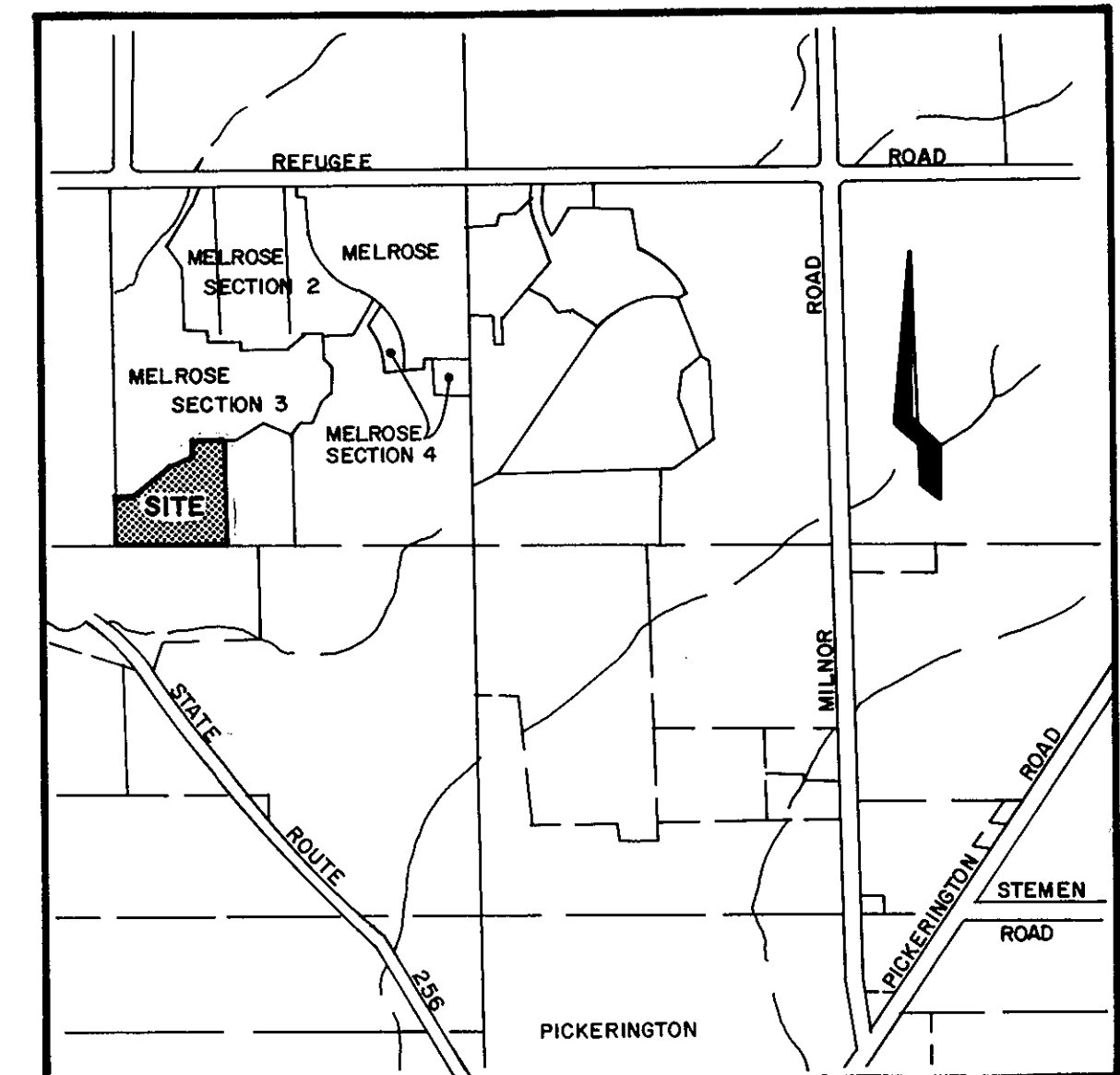
Susan G. Sheikh  
City Clerk, Susan G. Sheikh Pickerington, Ohio

I hereby certify that the land described by this plat was transferred on NOVEMBER 20, 1992.

James P. Reid by Julie Hayes - Deputy  
Fairfield County Auditor

I hereby certify that this plat was filed for recording on NOV. 20, 1992 and that it was recorded on NOV. 20, 1992 in Plat Cabinet 1 Slot 127 plat records of Fairfield County, Ohio.  
Fee \$ 64.80

Gene Wood by Drudy Schumann, Deputy  
Fairfield County Recorder



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

## OWNER AND DEVELOPER:

**RAVEN DEVELOPMENT COMPANY**  
Bates Drive P.O. Box 281  
Pickerington, Ohio 43147 Ph. 864-3047

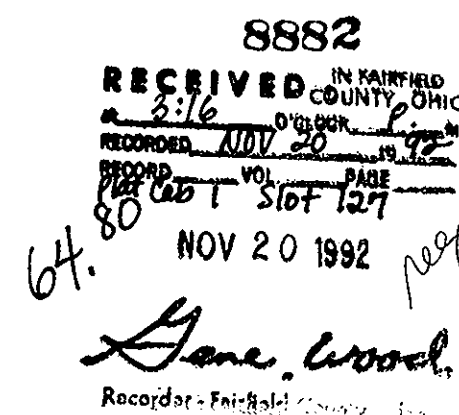
## SURVEY DATA:

**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.

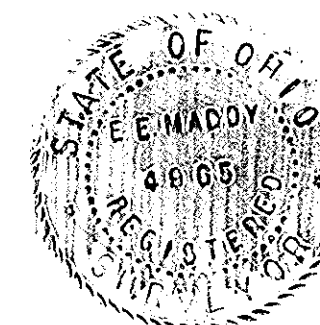


SURVEYED & PLATTED  
BY  
**EMHT**  
CONSULTING ENGINEERS & SURVEYORS  
GAHANNA, OHIO 43230

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.

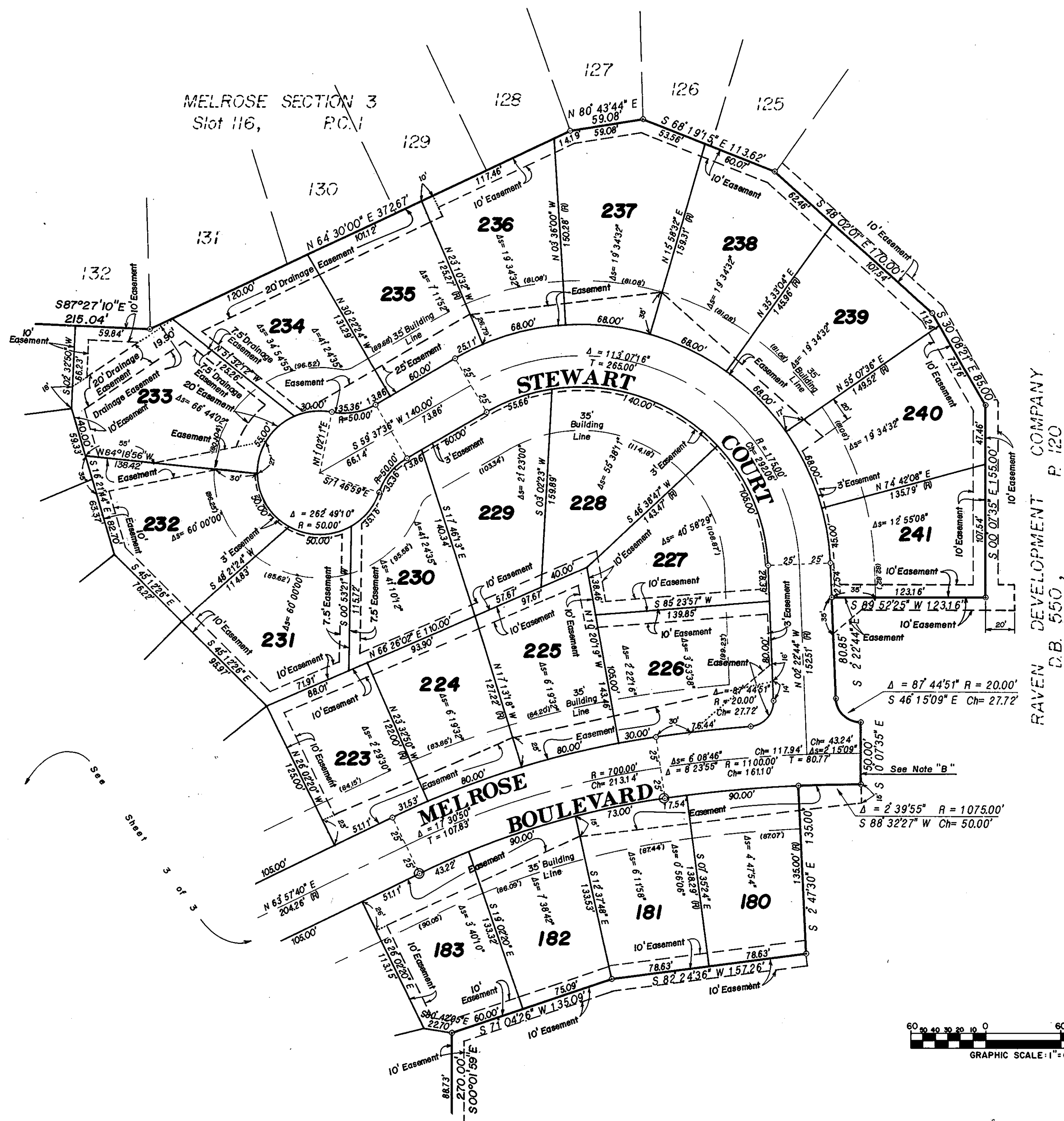
○=Iron Pin    ⊙=Permanent Marker    Metric Conversion 1 ft. = .30480m

By E.E. Melby 19 Nov. 92  
Professional Surveyor No. 14965 Date



# MELROSE SECTION 5

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**NOTE "A" DRAINAGE EASEMENTS:** 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.

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

Situated in the State of Ohio, County of Fairfield, City of Pickerington and in Section 4, Township 15, Range 20, Congress Lands, containing 24.099 acres of land, more or less, said 24.099 acres being out of the land conveyed to Raven Development Company by deed of record in Deed Book 550, Page 120, said 24.099 acres of land being more particularly bounded and described as follows:

Beginning at a point in the westerly line of said Raven Development Company tract at the southwesterly corner of Melrose Section 3, the subdivision plat of same being shown of record in Plat Cabinet 1, Slot 116, said point of beginning being the southwesterly corner of Lot 138 as the same is numbered and delineated upon said recorded plat of Melrose Section 3, said point of beginning also being in the easterly line of Mingo Estates, the subdivision plat of same being shown of record in Plat Book 8, Page 54;

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

- 1) North 89° 59' 30" East, 50.00 feet;
- 2) North 72° 30' 58" East, 346.03 feet;
- 3) North 84° 43' 45" East, 214.77 feet;
- 4) northwardly, with the arc of a curve to the right having a radius of 560.00 feet, a central angle of 7° 59' 13" and a chord that bears North 1° 16' 39" West, a chord distance of 78.00 feet;
- 5) South 87° 27' 10" East, 215.04 feet;
- 6) North 64° 30' 00" East, 372.67 feet;
- 7) North 80° 43' 44" East, 59.08 feet;
- 8) South 68° 19' 15" East, 113.62 feet;

thence South 48° 02' 01" East, a distance of 170.00 feet to a point;

thence South 30° 08' 21" East, a distance of 85.00 feet to a point;

thence South 00° 07' 35" East, a distance of 155.00 feet to a point;

thence South 89° 52' 25" West, a distance of 123.16 feet to a point;

thence South 2° 22' 44" East, a distance of 80.85 feet to the point of curvature;

thence southeastwardly, with the arc of a curve to the left having a radius of 20.00 feet, a central angle of 87° 44' 51" and a chord that bears South 46° 15' 09" East, a chord distance of 27.72 feet to a point;

thence South 0° 07' 35" East, a distance of 50.00 feet to a point;

thence westwardly, with the arc of a curve to the left having a radius of 1,075.00 feet, a central angle of 2° 39' 55" and a chord that bears South 88° 32' 27" West, a chord distance of 50.00 feet to a point;

thence South 2° 47' 30" East, a distance of 135.00 feet to a point;

thence South 82° 24' 36" West, a distance of 157.26 feet to a point;

thence South 71° 04' 26" West, a distance of 135.09 feet to a point;

thence South 00° 01' 59" East, a distance of 270.00 feet to a point;

thence South 89° 58' 01" West, a distance of 1,050.00 feet to a point in the westerly line of said Raven Development Company tract, the same being in the easterly line of said Mingo Estates;

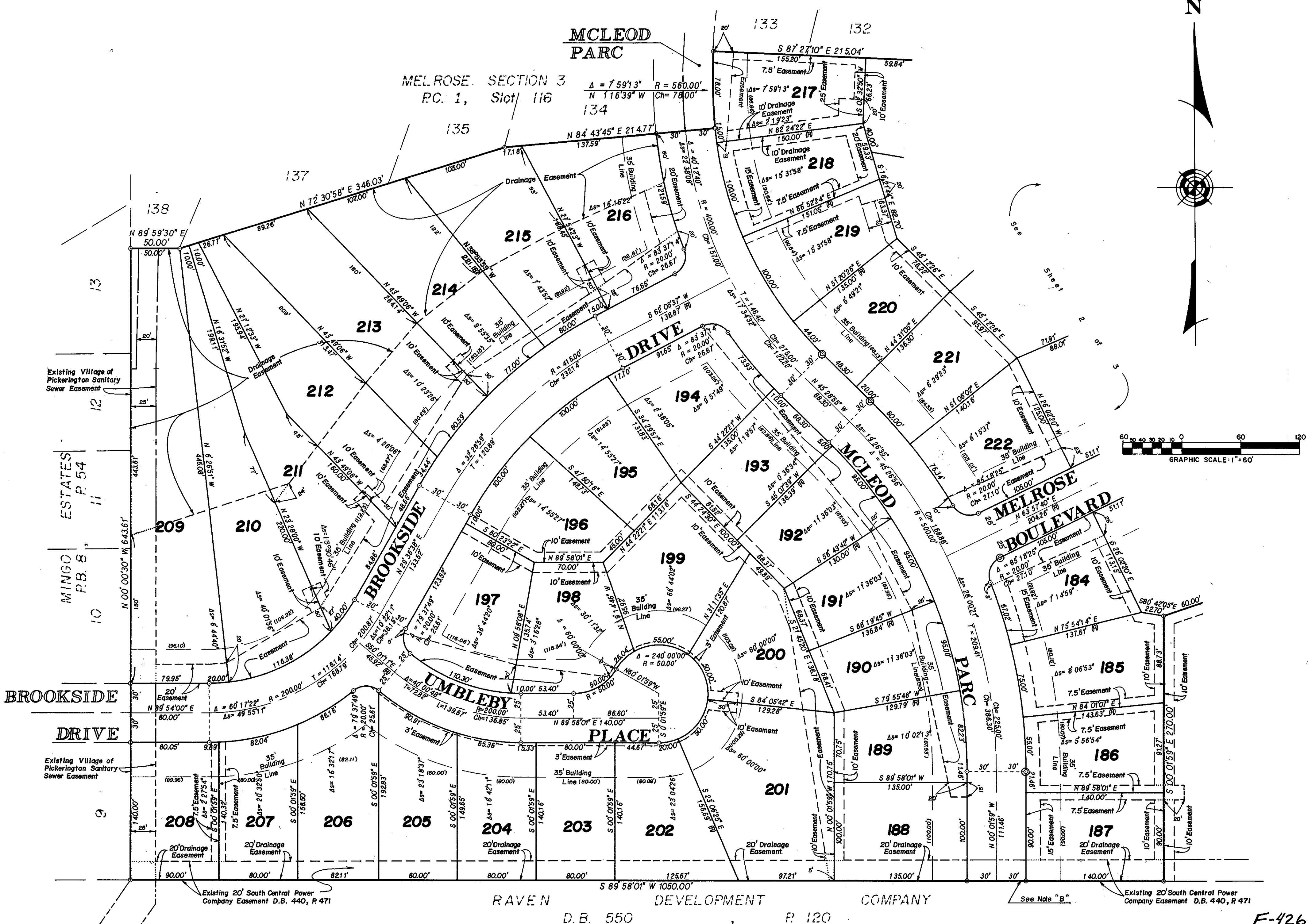
thence North 00° 00' 30" West, with the westerly line of said Raven Development Company tract and with the easterly line of said Mingo Estates, a distance of 643.61 feet to the point of beginning and containing 24.099 acres of land, more or less.

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

F-426

# MELROSE SECTION 5

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TRANSFERRED

JAN 29 1993

## SPECIAL WARRANTY DEED

James P. Laird

Auditor, Fairfield County, Ohio

County Auditor, 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 EASTWIND HOLDING COMPANY, an Ohio corporation, 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:

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

Being Lot Numbers One hundred eighty (180) through Two hundred forty-one (241), inclusive, of MELROSE, Section 5, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 127, 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 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



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, or Refugee Road and McLeod Parc. 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. In-ground swimming pools are permitted, but are subject to architectural review and approval.

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. Street Trees. One or more trees as deemed necessary by GRANTOR shall be provided along the street in front of each lot. GRANTOR has determined and the lot owners agree to uniform street trees which GRANTOR shall designate and each lot owner agrees to allow GRANTOR, or its agent, to plant. Each lot owner shall care for and, if necessary, replace such tree or trees at the lot owner's expense with a like type of tree.

22. Storm Water Retention and Control. No alteration may be made to the configuration, the elevation, or any structures designed to be a part of the storm water retention area, unless directed by the City of Pickerington. No plantings, temporary or permanent structures, or any other obstruction may be placed in the overflow swail of the retention area which extends across the rear of Lots 138 through 141, inclusive, of Melrose, Section 3 unless specifically directed by the City of Pickerington.

23. Homeowners' Association.

(A) Simultaneously with its execution hereof, GRANTOR 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 to enforce restrictions and 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 the Developer to take advantage of economies of scale and reduce per lot association costs and accomplish similar objectives.

(B) Entranceway Easements: Any Lot Owner of such Lots which have improvements or landscaping considered to be a part of the entranceway to the subdivision 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) Maintenance of the Amenities, Including But Not Limited to Mounding, Landscaping, Reserves, and Drainage Reserve by Grantor and Association: Until the completion and sale of not less than seventy-five percent (75%) of the dwellings in the Subdivision, GRANTOR shall be responsible for the installation and reasonable and proper maintenance of the amenities. 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 GRANTOR 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 GRANTOR. Improvements shall include such fencing, walls, landscaping and signage as GRANTOR, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. GRANTOR, 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.

(D) Association Members: Every owner of a Lot shall become a member of the Association, and each such Owner, including GRANTOR, 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 GRANTOR 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 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 sixty-two (62) lots. GRANTOR presently intends to develop land contiguous to and south and east 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, GRANTOR 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 Deed, 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 Deed, GRANTOR 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 GRANTOR'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 GRANTOR, or its designated successors or assigns, of a Supplemental Deed 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 subjection 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 Deed 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

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

24. 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 forty (40) 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.

25. 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.

26. Additional Restrictive Covenants and Deed of Easement for Lake, Applicable to Lake Front Lots - Numbers 209 - 216, Both Inclusive.

WHEREAS, the Lake Front Lots 209 through 216, both inclusive, abut a certain storm water retention area required by the City of Pickerington to retain storm water runoff, on that certain Plat entitled "MELROSE, SECTION 5, hereinafter called the "Lake"; and said lake also partially lies in an area now platted as Melrose, Section 3.

WHEREAS, GRANTOR intends that the Lake will be an asset to the Premises and that providing certain restrictions on its use will further enhance the value of the Premises.

NOW THEREFORE, a perpetual, nonexclusive right and easement of enjoyment is hereby granted by the GRANTOR to and for the benefit of all future owners of the Premises, their heirs, personal representatives, successors and assigns (hereinafter called "Owners"), for use of the Lake, subject to the covenants and restrictions provided herein including, without limitation, the provisions set forth in Article IV hereof. This easement shall run with the Premises and shall be binding upon the heirs, personal representatives, successors and assigns of the Owners. Such rights and easement shall not be transferable except as they shall automatically transfer with the transfer of the ownership of the part of the Premises to which they are appurtenant.

In addition , the GRANTOR, in order to effect a general plan for the future development of the Premises, and in particular the Lake and shoreline area thereof, hereby declares the Premises to be subject to the Lake Restrictions which follow (which same lake restrictions are applicable to the Lake Front Lots situated in Melrose, Section 3), and has created simultaneously with its execution hereof, an Ohio unincorporated association of Lake Front Lot Owners to be formed, named the Melrose Lake Association, to facilitate administration of the Lake and its environs. After the GRANTOR turns over the Melrose Lake Association to the Lake-Front Lot Owners, the Lake Front Owners may convert the Melrose Lake Association to a not-for-profit corporation if approved by a minimum of seventy-five (75%) percent of the Lake-Front Owners.

Every Owner, by virtue of such ownership, shall be a member of the Melrose Lake Association. The Melrose Lake Association shall maintain at its sole cost and expense the aesthetic concerns of the Lake, establish and enforce reasonable rules and regulations for the use of the Lake and the "natural zone", as described in Article I, Section 5 of the Lake Restrictions, levy and collect assessments, including the imposition of liens upon the property of the respective Owners, and enforce these restrictions.

## LAKE RESTRICTIONS

### Article I

#### Protective Covenants and Restrictions

1. Use of Lake. Use of the Lake shall be limited to personal, non-commercial, non-agricultural, recreational purposes only and shall be exercised in such manner as to not interfere with either the use of others having similar rights or the peace and quiet of occupants of the Premises. Such use shall be limited to boats of less than 16 feet in length, powered by hand, by wind sail, or by electrically powered motors not exceeding 28 pound thrust; fishing; and other uses as the Board of Trustees of the Melrose Lake Association (hereinafter the "Trustees") may, in their sole discretion, approve. The Trustees may use boats, powered or otherwise, and other equipment for maintenance and construction of the Lake. Swimming, wading, ice skating and inflatable water toys or devices are not permitted.

2. Individuals Who May Use Lake. Use of the Lake shall be limited to Owners, their families, and guests. Guest-use must only occur in the physical presence of such Owner or family member. Use of the lake is not assignable. The Owners of Lake Front Lots, property which has frontage on the shoreline of the Lake (hereinafter referred to as the "Lake Front Lots") owned by corporations or other entities shall designate in writing to the Trustees, from time to time, a certain individual or individuals, not to exceed four individuals per one hundred feet or fraction thereof of frontage owned, to function as Owners on behalf of the corporation or other entity. Use of the Lake by such corporation shall be limited to such designated individuals and their families. In all other respects, a corporate or other entity Owner is subject to the same restrictions as provided for other Owners herein.

3. Obstructions and Structures in the Lake. Owners, families, and guests shall not place obstructions in or under the water, define or seek to define underwater property lines or otherwise impair the use of the Lake as a scenic landscape feature. No structure of any type may be constructed beyond the shoreline into the Lake, including docks for boats or other use. No posts, piling, seawall or similar structure may be placed in the Lake itself. No boats may be stored on the water or within the natural zone.



4. The Natural Zone. To preserve and enhance the landscape and vegetation, there is created a "natural zone" 20 feet in width on the land surrounding the Lake. Within the natural zone, improvements may only be made after the submission of a written plan and approval of the same by the GRANTOR, who shall have the sole discretion to approve or disapprove such plan. The GRANTOR shall establish guidelines for plantings and the maintenance of the natural zone as appropriate. If the GRANTOR ceases to exist, the Melrose Lake Association shall assume these responsibilities; such approval or disapproval can be had through the Melrose Lake Association, as set forth herein. The Melrose Lake Association shall have no responsibility for the maintenance of the natural zone; all maintenance and plantings shall be the responsibility of each property owner. The dam area of the Lake shall be maintained with Crown Vetch, and no trees or shrubbery may be planted on the dam.

5. Storm Water Discharge. Discharge of storm water and run-off from each Lake Front Lot shall be the responsibility of each Owner. It shall be the responsibility of each Owner to insure that run-off or storm water is clean, clear and made in such a manner as to minimize disturbance of Lake clarity.

6. Environmental Concerns. Each Owner shall refrain from polluting the Lake or otherwise affecting its water quality in any way. Each Owner shall employ their best efforts to prevent chemicals or fertilizers from being washed into the Lake.

7. Fish. No Owner shall stock the Lake with any fish or other animals, including, but not limited to exotic or dangerous species. Stocking if any, shall be done only the Melrose Lake Association or the GRANTOR. The Lake may not be stocked by a state agency, or other entity, which creates a right to public or private access to the Lake by a person other than the Owners.

8. Access Easement. The recorded plat of Melrose, Section 5, provides that the City of Pickerington shall perform certain work upon the storm water retention area as deemed necessary by the Pickerington City Engineer. In furtherance of such provision, GRANTOR hereby reserves unto the City of Pickerington, its successors, agents, assigns, employees and contractors as deemed necessary by the City of Pickerington, the right and easement to go upon the area identified on said recorded plat as the Natural Zone Easement to the rear of Lake Front Lots 209 through 216, both inclusive, to construct, repair, reconstruct, dredge, clear, clean, operate and maintain any of the structures or property in, on, or upon the Natural Zone Easement and any part of the drainage system constructed thereon. The Melrose Lake Association shall have full and complete authority and responsibility for maintaining the aesthetic appearance of the Lake including, but not limited to water condition, removal of vegetation, security and mowing of the natural zone, control of wildlife or other pests.

The operation of the Lake as a storm water retention area must comply with the laws and regulations of the City of Pickerington and State and Federal laws governing surface and subsurface waters. The GRANTOR, the Melrose Lake Association, or the Trustees of the Melrose Lake Association, cannot be held liable for flooding, injury, death or property loss which occurs due to inappropriate, unsafe, or unlawful use of the Lake, except for negligence on their part. The Melrose Lake Association shall save and defend and hold GRANTOR harmless on any such claim. No alterations of any kind, especially those which can effect the operation of the retention area, may be made in the construction of the Lake, the dam, the overflow channel, or the storm sewer structures and valves other than by the City of Pickerington or other authority.

9. Lake Level. The Melrose Lake Association shall have the option to maintain the level of the Lake at its designed level. At the discretion of the Melrose Lake Association, well water or other artificial sources may be used to augment the natural water sources.

10. Insurance. The Melrose Lake Association shall maintain liability insurance in such amount as is deemed sufficient by the Trustees of the Melrose Lake Association.

Article II  
MEMBERSHIP AND VOTING RIGHTS IN THE MELROSE LAKE ASSOCIATION

1. Membership. Each record or beneficial Owner of a Lake Front Lot constituting a part of the Premises shall, at the time the interest is acquired, automatically become a member of the Melrose Lake Association (hereinafter referred to as "Member"). Such membership shall terminate at such time as record or beneficial ownership of the Lake Front Lot ceases.

2. GRANTOR Control. Operation and control of the Lake shall remain with GRANTOR throughout initial development and throughout development of adjacent land which fronts the Lake, and for two (2) years following that development. At the end of the two (2) years, or sooner at GRANTOR'S option, GRANTOR can turn over control to the Melrose Lake Association.

3. Voting Rights. All voting rights of the Melrose Lake Association are hereby retained by GRANTOR until GRANTOR turns over control of the Lake to the Melrose Lake Association, as provided in Item 2. At such time the Melrose Lake Association members or their designated representatives shall have one vote for each Lake Front Lot. When more than one person or entity holds such interest or interests in the Lake Front Lot, all such persons shall be members, provided, that the Owners shall determine, among themselves, who shall be entitled to exercise the votes for the Lake Front Lot. Only one person shall be appointed to represent the Owners of any Lake Front Lot, except as otherwise provided herein and until the Melrose Lake Association is turned over.

ARTICLE III  
ASSESSMENTS

1. Assessments. Assessments for the purposes hereinafter described are hereby created and shall be determined and collected as provided in the Articles of Incorporation and/or in the Code of Regulations of the Melrose Lake Association, whichever the case may be, and as provided herein. Until such time as GRANTOR turns over the Melrose Lake Association to the Owners, the burden of collecting assessments and enforcing the lien thereof is on the GRANTOR who will maintain control of the Melrose Lake Association. After the GRANTOR turns over the Melrose Lake Association to the Owners, the burden of collecting assessments and enforcing the lien thereof is on the Melrose Lake Association, and not on the public authority. Each owner of any Lake Front Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Melrose Lake Association an annual assessment for Common Expenses (as hereinafter provided). For the purposes hereof, the term "Common Expenses" shall mean the expenses and costs incurred by the Melrose Lake Association in performing the rights, duties and obligations set forth herein and in its Articles of Incorporation or Code of Regulations.

2. Maximum Annual Assessment for Common Expenses:

(a) Initial Assessment. The initial assessment for 1993 shall be billed on a pro rata basis, based on a 365 day year. Beginning November 1, 1993, the maximum annual Common Expense Assessment per Lake Front Lot shall be Three Hundred Thirty Dollars (\$330.00) per year. For the purpose of collection of assessments, the Builder of a residence for immediate resale, or GRANTOR shall not be considered an Owner.

(b) Standard Increases. From and after November 1, 1994, the maximum annual assessment for Common Expenses as stated above may be increased each year by the GRANTOR or the Melrose Lake Association not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of sixty percent (60%) of the total votes of all owners of Lake Front Lots.

(c) Special Increases. Until such time as control is turned over to the Melrose Lake Association, from and after November 1, 1994, the maximum annual assessment for Common Expenses may be increased above the increase permitted by paragraph (2) (b) above by a vote of sixty percent (60%) of the total votes of all Owners of Lake Front Lots at a meeting duly called for this purpose.

(d) Duty of Melrose Lake Association to Fix Amount. Until such time as control is turned over to the Melrose Lake Association, the GRANTOR will fix the assessment. The Melrose Lake Association may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in paragraph (2) (b), above.

3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Melrose Lake Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or major maintenance related to the Lake, provided that any such assessment shall have the assent of sixty percent (60%) of the total votes of all Owners of Lake Front Lots at a meeting duly called for this purpose.

4. Notice of Meeting and Quorum for Any Action Authorized under Paragraph (1) and (2), above. Written notice of any member's meeting called for the purpose of taking any action authorized under Paragraph (1) and (2) of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum.

5. Date of commencement of Annual Assessments Due Dates. The annual assessments for Common Expenses shall commence as to Lake Front Lots on November 1, 1993. The Melrose Lake Association shall fix the amount of the annual assessment for Common Expenses against each Lake Front Lot not later than October 1 of each calendar year for the following calendar year. Written notice of the annual assessment from Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Melrose Lake Association, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Melrose Lake Association.

6. Lien for Assessments. All sums assessed to any Lake Front Lot pursuant hereto, together with interest and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a continuing lien on such Lake Front Lot in favor of the Melrose Lake Association. Such lien shall be perfected by filing a certificate of lien with the Recorder of Fairfield County. Such certificate shall contain a description of the property against which the lien exists, the name or names of the record Owner or Owners thereof, the amount of the unpaid portion of the assessment and shall be signed by the president of the Melrose Lake Association all in accordance with Article VI, of the Code of Regulations of the Melrose Lake Association.

7. Effect of Nonpayment of Assessments. Remedies of the Melrose Lake Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Melrose Lake Association may bring an action at law against the Owner/Owners, of the Lake Front Lots who are personally obligated to pay the assessments, and/or foreclose the lien against the Lake Front Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the lake, or abandonment of his Lake Front Lot.



8. Foreclosure. The lien for sums assessed pursuant hereto may be enforced by judicial foreclosure by the Melrose Lake Association in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Melrose Lake Association any assessments against the Lake Front Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Melrose Lake Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lake Front Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lake Front Lot pursuant to foreclosure to such a first mortgage holder or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lake Front Lot from liability for any assessments which thereafter become due or from the lien thereof. The Melrose Lake Association shall, upon written request, report to any such first mortgagee of a Lake Front Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lake Front Lot; provided, however, that such first mortgagee shall have furnished to the Melrose Lake Association written notice of the existence of its mortgage, which notice shall designate the Lake Front Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this paragraph are to be given. Any such first mortgagee holding a lien on a Lake Front Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

#### ARTICLE IV Lake Front Lot Easement Rights

1. Lake Front Lot Easement Rights. Every owner of a Lake Front Lot shall have a right and non-exclusive easement of enjoyment in and to the lake which shall be appurtenant to and shall pass with the title to every Lake Front Lot, subject to the following provisions:

(1) The right of the GRANTOR or the Melrose Lake Association from time to time, in accordance with its By-Laws, to establish, modify, amend and rescind rules and regulations regarding use of the lake;

(2) The right of the GRANTOR or the Melrose Lake Association to suspend the voting rights and right to use of the lake by an owner for any period during which any assessment levied under this deed against his Lake Front Lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(3) The right of the GRANTOR, the City of Pickerington, or the Melrose Lake Association to otherwise deal with the lake as provided herein.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the lake to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the owner's Lake Front Lot. No damage to, or waste of, the lake or any part thereof, shall be committed by any owner or any tenant or invitee of any owner. No noxious, destructive or offensive activity shall be permitted on or in the lake or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other owner. No owner may erect any improvement or structure of any kind on the lake without the prior written approval of the GRANTOR or the Melrose Lake Association.

**ARTICLE V**  
**CONSTRUCTIVE NOTICE AND ACCEPTANCE**

1. Constructive Notice. Every person and entity who now own or hereafter owns or acquires any rights, title or estate in any portion of the Premises is and shall be conclusively deemed to have consented and agreed to every covenant and restriction contained herein whether or not a reference to these covenants and restrictions is contained in the instrument by which the person or entity acquired an interest in said Premises.

**ARTICLE VI**  
**AMENDMENTS**

1. Voting. For the purposes of voting on amending these restrictions, each Owner shall be entitled to one vote for each Lake Front Lot which such Owner owns.

2. Amendments Regarding Assessments, Voting and Use. The written consent of at least seventy-five (75%) percent of Lake-Front Lot Owners shall be required for any amendment of these restrictions, which amendment affects a change in (a) the method of dividing the assessments, or (b) the method of voting on Melrose Lake Association matters, or (c) to terminate these restrictions. No amendments may be made during the GRANTOR'S control of the Melrose Lake Association.

3. Each of these covenants and agreements hereof shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Owners and the Melrose Lake Association.

**ARTICLE VII**  
**INCORPORATION OF ADDITIONAL Lake Front Lots OR COMMON AREA**

GRANTOR is the Owner of certain contiguous land. GRANTOR may, at its option, develop that land in substantially the same manner as Melrose, Section 5 and may, at his option, incorporate said additional land into these restrictions as an additional Phase or Phases.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

1. Violation of Covenants. It shall be lawful for any person or persons owning any real property situated in Melrose, Section 5, Lake Front Lots 209 through 216, inclusive, or Lake Front Lots previously incorporated into this Melrose Lake Association, or the Melrose Lake Association formed to administer the Lake Front Lots to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of the covenants herein and either to prevent him or them from so doing or to recover damages. Failure by any party to enforce any covenant, restriction, or agreement herein contained shall in no event be deemed a waiver of the right to take such action for the violation or for any further violation. These restrictions shall be binding on all and enforceable by any of the present and future owners of the land in said subdivision.

2. Term of Covenants and Restrictions. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and bind all Lake Front Lot Owners, their successors, and their heirs, executors, administrator and assigns for forty (40) years. Said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of at least seventy-five (75%) percent of the then owners of the Lake-Front Lots. In ascertaining the number of owners of seventy-five (75%) percent of the Lake-Front Lots, persons having the power to convey the fee simple in a given Lake Front Lot shall constitute a unit having a single vote.

3. Incorporation into Deed. The above covenants, reservations, and restrictions shall be incorporated by verbatim or by reference in every deed hereafter issued conveying any part of the premises herein described.

**ARTICLE IX**  
**ACCEPTANCE**

By accepting a deed to any of the above described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

27. 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.

IN WITNESS WHEREOF, the GRANTOR, Raven Development Company, has hereunto caused these presents to be subscribed this 27th day of January, 1993.

Signed and acknowledged  
in the presence of:

Joseph D. Anderson  
Joseph D. Anderson  
Cheryl E. Caslow  
Cheryl E. Caslow

RAVEN DEVELOPMENT COMPANY  
an Ohio corporation

BY: J. Timothy Rini, Jr.  
President

STATE OF OHIO  
COUNTY OF FAIRFIELD, SS:

The foregoing instrument was acknowledged before me this 27th day of January, 1993 by J. Timothy Rini, Jr., President of Raven Development Company, an Ohio Corporation, on behalf of the corporation.

Leah J. Rini  
Notary Public

This instrument was prepared by the GRANTOR.

13151

RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 9:30 O'CLOCK  
RECORDED Feb 1 1993  
RECORDED Vol 110 PAGE 294

JAN 29 1993

VOL 610 PAGE 309

Gene Wood  
RECORDER, FAIRFIELD COUNTY, OHIO