

2000-03339

Transfer Not Necessary

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Michele A. Pearson
MICHELE A. PEARSON
 AUDITOR, Marion County, Ohio

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 JoAnne M. Schmidt, Recorder
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**DECLARATION OF EAGLE CREEK
 RESIDENTIAL HOMEOWNERS' ASSOCIATION**

This is a declaration of covenants, easements, restrictions, and assessment liens made on or as of this 4th day of April, 2000, by DONALD E. EASLEY, DAWN G. EASLEY, DONALD E. JURY and HELEN J. JURY (hereinafter "Declarant").

BACKGROUND

A. Declarant is the owner in fee simple of the following real estate situated in the Township of Pleasant, County of Marion, and State of Ohio:

Being Lot Numbers 18000, 18001, 18002, 18003, 18004, 18005, 18007, 18008, 18009, 18010, 18011, 18012, 18013, 18014, 18015, 18016, 18017, 18018, and 18019, of Eagle Creek Subdivision, as delineated upon the recorded plat thereof, of record in Plat Book Volume 11, Page 29, records of the Recorder of Marion County, Ohio.

B. EAGLE CREEK RESIDENTIAL HOMEOWNERS' ASSOCIATION is the owner of lot number 17999 in Eagle Creek Subdivision. Donald E. Easley, Dawn G. Easley, Donald E. Jury and Helen J. Jury are the sole members of the Association, and as Members, hereby declare lot number 17999 to be a part of and subject to this Declaration.

C. The Association Property to be described herein is intended to be held and used for the benefit of the present and future lot owners of Eagle Creek Subdivision ("the Subdivision"), and future dedicated real property lots and subdivisions to be created on a contiguous 144.942 acres, more or less and subject to a more accurate survey, parcel of land, all of which will be referred to as the "Additional Property". The parcel consisting of the Additional Property is described in "Exhibit A" attached hereto and made a part hereof.

D. Declarant, for themselves and their successors and assigns, reserves the right, from time to time, to provide membership for the owners of the dedicated lots created from the Additional Property to the Association, by filing of record supplemental declarations extending the scheme hereof to such other lots. Supplemental declarations describing such lots and adopting by reference the provisions hereof shall be sufficient to subject such lots to the provisions hereof. In addition, such supplemental declarations may contain such complementary additions and modifications hereof as the Declarant may deem necessary to reflect the different character, if any, of the lots added, including but not limited to landscape features, walkways, lakes, recreational facilities and equipment, street lighting, easements, buildings and other structures for the benefit of the Association as are not inconsistent with the scheme of this Declaration. Declarant reserves the right to reduce or eliminate the number of acres of Additional Property along with the contemplated number of lots available for future lot membership in the Association. Upon the addition of lots to this Declaration, the lots therein and the owners thereof shall be subject to and benefited by the provisions hereof applicable to lots and lot owners; and to any Association Property created or deeded to the Association by the Declarant.

E. Any Association Property created is intended to be held and used for the benefit of the owners and occupants of the Subdivision and Additional Property, who shall have access to Association Property, as determined by the Declarant, and when granted, over and through designated easements and designated entrances, both being for pedestrian and vehicular access, for the exclusive use of the owners and occupants of all of the lots in the Subdivision and Additional Property.

F. Declarant has caused an Ohio not-for-profit corporation to be formed, named "Eagle Creek Residential Homeowners' Association" ("the Association"), to own any landscape features, walkways, lakes, recreational facilities and equipment, street lights, buildings, structures, and other common areas, also referred to as the Association Property. Association Property means and is defined as real property legally titled to the Association in the Subdivision and the Additional Property later added by amendment to this Declaration. Association Property also means personal property and fixtures benefiting the Association, including but not limited to landscape features, electrical equipment, water pumps, water sprinklers, landscaping equipment, recreational equipment, and street lights located in the public right-of-way. The members of the Association are and will be the owners of the lots in the Subdivision and the Additional Property. The Association's purposes are and will be, in addition to owning the Association Property, to maintain the same, and to enforce restrictions and conditions under which the same will be used and operated, collect dues and assessments, all as set forth herein and in the Articles of Incorporation, Code of Regulations, and the rules and regulations from time to time promulgated by the Association.

G. Declarant reserves the right not to declare and add any or all of the Additional Property to the Association. In such an event the Declarant reserves the right to file for record such notification of Declarant's intentions. In any event, the legal title of the Additional Property and other uses of the Additional Property contrary to this Declaration shall not be construed to restrict the Declarant in those other uses, and shall not be construed to be a cloud on the title of the Additional Property.

H. This Declaration shall not be construed to replace or supercede any existing covenants and restrictions pertaining to the Subdivision or any future Subdivisions contemplated in this Declaration.

**COVENANTS, RESTRICTIONS,
CONDITIONS AND ASSESSMENT LIENS**

NOW, THEREFORE, Declarant hereby declares that the lots in the Subdivision and in the Additional Property shall be held, sold, conveyed and occupied, and the Association Property held, conveyed, occupied, subject to the following covenants, easements and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with, the lots, and the Association Property, and each part thereof, and be binding on all parties having any right, title or interest in the same, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each lot owner, and their respective heirs, successors and assigns, except as to those rights reserved by the Declarant and Declarant's successors and assigns:

ARTICLE I

CONVEYANCE OF ASSOCIATION PROPERTY

§1.01 Time of Conveyance. From time to time, as the Declarant creates additional lots and subdivisions, which contain areas designated as Association Property, Declarant covenants and agrees to convey the property, identified as Association Property, to the Association by transferable and recordable general warranty deed, (1) free and clear of all liens and encumbrances, except those created by this Declaration, or restrictions and covenants existing or created for any lot or subdivision, (2) subject to the conditions, restrictions, easements and agreements set forth herein, and (3) subject to installments of real estate taxes not then due and payable. Declarant, prior to this Declaration, has conveyed to the Association Lot Number 17999. Declarant and the undersigned members of the Association hereby declare that Lot Number 17999 is now subject to this Declaration.

§1.02 Transfer of Other Property. All property rights that the Declarant has in any improvements in the Subdivision relating to Association Property or other amenities, including but not limited to landscape features and street lights and posts located in the public right-of-way, Declarant hereby conveys and transfers any remaining ownership interest therein to the Association.

§1.03 Improvements by Declarant. At the time of any conveyance of title of land contemplated to be titled in the name of the Association, or other property, all improvements, and construction improvements identified by the Declarant in this Declaration or later determined by the Declarant as a part of the Additional Property that becomes a part of this Declaration, respecting Association Property, shall be fully completed and paid for by the Declarant. Those improvements shall include such piping, pumps, and storm water retainage systems as are then deemed necessary by the Marion County Engineer or City Engineer, as jurisdiction may be determined, to control the flow of water into and from any pond or lake created so as to protect against flooding and against unreasonable overloading of its storm water drainage systems. Additionally, Declarant, at its own cost and expense, shall improve any walkways, street lighting, easement areas and access entrances, and Association buildings and structures created, and have such to a fully completed and usable condition by such time as a lot bounding on such area has been improved with a residence and conveyed to a purchaser.

ARTICLE II

MAINTENANCE OF ASSOCIATION PROPERTY

§2.01 Establishment of Improvements. Except for the Subdivision (Eagle Creek First Subdivision), from time to time the Declarant may create special features, including but not limited to, landscape features, walkways, lakes, recreational facilities and equipment, street lighting, buildings, structures, common areas, or other similar amenities in areas that consist of the Additional Property. If portions of the Additional Property are declared as amendments to this Declaration, those mentioned improvements shall be subject to this Declaration.

§2.02 Maintenance Standards of Lakes and Common Area. Any lakes or ponds (hereinafter the "lake or lakes") and the embankment areas shall at all times be maintained in such a manner and to such standards that (i) it is of neat and clean appearance, free of all debris, excessive silt, scum and algae, and (ii) it will not create a nuisance to any lot owner or occupant or a detrimental condition to any other property owner, County of Marion, Township of Pleasant, or City of Marion. To these ends the parties responsible for maintenance, as hereinafter provided, shall cause lakes to be treated against algae when and as reasonably necessary, cause all lakes and embankments to be regularly cleared of debris, cause the water discharge facilities from the lakes to be regularly cleared of debris, and to be so cleared whenever needed, and to at all times keep the lakes in the condition that it is at the time of conveyance to the Association. All water pumps and other lake maintenance equipment shall be kept in a state of good repair. All common areas and improvements shall at all times be maintained in a neat and clean appearance and in a state of good repair.

§2.03 Declarant's Obligations. Declarant shall, at Declarant's sole cost and expense, maintain the Association Property until fifteen (15) lots are sold and conveyed to purchasers of lots in the Subdivision. This includes ~~all lots already conveyed~~ prior to this Declaration.

§2.04 Association's Obligations. From and after the sale and conveyance of fifteen (15) lots, the Association shall, at its sole cost and expense, maintain the Association Property, the improvements constructed thereon. Thereafter, all decisions regarding such maintenance, and the extent of services to be rendered in connection therewith, and the improvements to be constructed thereon, subject to the rights vested hereby in the County of Marion or other governmental agency having jurisdiction, shall be made solely by the Association.

§2.05 Governmental Obligations. The County of Marion, Township of Pleasant, and City of Marion shall have no obligation, of any type or kind, to repair or maintain the Association Property, or any part thereof. However, these governmental entities, through their duly authorized representatives, are hereby granted the irrevocable right and license to perform and fulfill every obligation of repair and maintenance imposed hereby upon either the Declarant or the Association, with respect to the Association Property, if either fails to do so. In the event the governmental entity exercises such right, the party

responsible to perform such repair or maintenance (the Declarant or the Association, as the case may be) shall be liable to the governmental entity for any and every cost incurred by the governmental entity in making such repair or performing such maintenance.

ARTICLE III

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon Association Property, other than originally constructed by Declarant or Declarant's designee, nor shall any exterior addition to or change or alteration therein be made until the written plans and specifications showing the nature, kind, shape, height, materials, and location have been approved in writing by the Board of Trustees of the Association (the "Board"), which approval shall depend upon the harmony of external design and location in relation to surrounding structures and topography.

ARTICLE IV

USES

§4.01 General Use. Subject to such other limitations as may be contained herein, or in a subsequent amendment to this Declaration, each lot owner, the occupants of each lot, shall have a right and easement of enjoyment to, access to and to use of such facilities as are provided with respect to the Association Property. Rights of access may be restricted by the Declarant for certain Association Property. Rights and easements are appurtenant to each lot and shall not be transferable except as they shall automatically transfer with the transfer of the ownership of a lot. All such rights, easements and privileges, however, shall be subject to the right of the Association to promulgate and adopt reasonable rules and regulations pertaining to the use of the Association Property, which, in the sole discretion of the Board, shall serve to promote the safety and convenience of the lot owners and occupants.

§4.02 Suspension of Rights. The Association shall have the power and authority to suspend the right of any lot owner, or occupant of such lot, to access and use of Association Property during any period when an assessment, or installment thereof, remains overdue and unpaid with respect to the Lot, or in connection with the enforcement of any rules or regulations relating to use thereof.

ARTICLE V

EASEMENTS

§5.01 Easements to County/City. In addition to the irrevocable right and license hereinbefore granted to the County of Marion, Township of Pleasant, or City of Marion, as the case may be, to repair and maintain the Association Property if Declarant or the Association fail to do so, there is hereby granted to these governmental entities an irrevocable easement in, upon, over and through Association Property for purposes of installing storm pipes and such other facilities, if any, as the governmental entity deems necessary or desirable to contain or regulate the flow of water into and out of lakes, provided, that nothing contained herein shall be deemed to, nor be construed to, impose any obligation upon the governmental entity to install any such facilities.

§5.02 Easements to Residents. At such time Declarant plats any portion of the Additional Property, as described herein, easements and restrictions for ingress and egress shall be established to the Association Property. This shall include restrictions, as determined by the Declarant, as to limited or exclusive use of certain portions of Association Property for those lot owners that may surround a particular piece of land owned by the Association. These easements and restrictions shall be subject to such reasonable rules and regulations as the Board may from time to time establish.

5.03 Easement for Services. Non-exclusive easements are hereby granted to all police, fire personnel, ambulance operators, delivery services, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Association Property in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

ARTICLE VI ASSESSMENTS

§6.01 Establishment of Assessments. For the purpose of providing funds for uses specified herein and for all operations of the Association, the Board shall, commencing with the date in which the Declarant or its successors or assigns has sold and conveyed fifteen (15) lots in the Subdivision, and on or before each January 1 thereafter, establish an estimated budget for the following calendar year or part thereof, and divide the amount so determined equally among the fifteen (15) lots, or equally among such total of the fifteen (15) Lots and additional number of lots sold and conveyed from the remainder of the Subdivision or portions of the Additional Property added under this Declaration. The amount so determined shall be the annual assessment with respect to each lot. Any lot owner that owns more than one lot or a portion thereof, shall be assessed as owning more than one lot or a prorated amount for a portion of an additional lot. The Declarant shall be exempt from paying any assessments, unless at the discretion of the Declarant, such assessments are necessary for the benefit of the Association. If, at any time, the amounts so collected are insufficient to meet all obligations of the Association, the Board may levy additional assessments to meet such deficiency, prorated equally among the lots. When necessary, the Declarant, at Declarant's discretion, shall establish separate or additional assessments and charges for those lots that may surround or exclusively benefit from certain Association Property, where assessing other lot owners would create inequities.

§6.02 Assessment Statements. As soon as shall be practicable in each year, the board shall send a written statement to the owner of each lot setting forth the amount and method of calculation of the annual assessment assessed against each lot. The annual assessment may be billed, however, in annual, semiannual, and quarterly installments as the Board shall in its sole discretion determine. The Board shall promptly notify each lot owner, in writing, after any additional assessment has been levied, setting forth the amount and method of calculation of such assessment. No assessment shall become due and payable unless written notice has been sent to the lot owner obligated to pay the same at least ten days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

§6.03 Certification of Status of Assessments. Upon written demand by a lot owner, the Board shall, within a reasonable period of time, issue and furnish to such 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 Board 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.

§6.04 Effect of Nonpayment: Remedies.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment, along, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine.

(b) All assessments, together with interest, costs, and reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the lot against which each such assessment is made.

(c) At any time after any assessment or any installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, including reasonable attorney fees, may be filed with the Recorder of Marion County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any lot owner who believes that an assessment chargeable to his, her or its lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that lot, may bring an action in the Court of Common Pleas of Marion County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that lot, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest, costs and reasonable attorney fees 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. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner or owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that lot, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that lot during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Association Property, or any part thereof, or by abandonment of his, her or its lot.

(i) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of the Association Property and their undivided interests in the Association, and to continue to provide utility, and other services, and accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

(j) In addition to the operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Association Property to the extent that reserves therefor are insufficient, provided

that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of lot owners exercising not less than fifty-one percent (51%) of the voting power of lot owners. Any such assessment shall be prorated among all lot owners and proportion of their lot ownership interests in the Association and calculated in the same manner as described in Section 6.01, and shall become due and payable on such date or dates as the Board determines following written notice to the lot owners.

(k) A counted vote by a lot owner shall be based upon one vote for each dedicated lot. If any lot has been combined with another adjacent lot, or a part thereof, for the purpose of constructing one residential dwelling, said title record owner shall only have one vote. If more than one person or entity owns any single lot or combined lot, then the owners shall determine among themselves who shall be entitled to exercise the single vote for each lot. The right to vote shall be forfeited until such time as the owners designate which of them shall exercise the vote.

(1) Any assessment resulting in a lien 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 property free of any claims for unpaid installments of assessments and charges against the mortgaged lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

ARTICLE VII

INSURANCE

There shall be no requirement of any bond or surety for the Association, its agent, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association.

ARTICLE VIII

LIABILITY INSURANCE

The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Association Property, insuring the Association, the Trustees, and the lot owners and occupants, with such limits as the Board may determine, covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a lot owner or occupant because of negligent acts of the Association, the board, or other lot owners or occupants. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

ARTICLE IX

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any rights, title or estate in any lot or the Association Property is and shall be conclusively deemed to have consented and

agreed to every covenant, condition and restriction contained herein, whether or not a reference to these is contained in the instrument by which that person acquired an interest in said property.

ARTICLE X

RIGHTS OF MORTGAGEES

§10.01 Notices. A holder or insurer of a first mortgage upon any lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the lot), shall be entitled to timely written notice of:

- (a) any proposed amendment of these restrictions;
- (b) any proposed termination of the Association;
- (c) any decision to construct new capital improvements not replacing existing improvements;
- (d) any condemnation or eminent domain proceeding affecting the Association Property;
- (e) any significant damage or destruction to the Association Property and any decision not to restore substantial damage or destruction;
- (f) any default under these restrictions which gives rise to a cause of action by the Association against the owner of the lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days; and,
- (g) times and places of meetings of members of the Association.

§10.02 Inspection of Association Books and Records. Each holder and insurer of a first mortgage on any lot, shall be entitled, upon request, to:

- (a) inspect the books and records of the Association during normal business hours; and,
- (b) after the sale and conveyance of fifteen (15) lots, require the preparation of and receive an annual financial statement of the Association for the immediately preceding calendar year, certified by an officer of the Association, except that such statement need not be furnished earlier than April 1 following the end of such calendar year.

The lot owners shall also have reasonable access to inspect the books, records and financial statements of the Association, including, after the sale and conveyance of fifteen (15) lots, any financial statements when such are prepared.

ARTICLE XI

GENERAL PROVISIONS

§11.01 Enforcement. Declarant, the County of Marion, City of Marion, each lot owner and the Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by any such benefited party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

§11.02 Joint and Several Obligations. Each and every obligation of a lot owner hereunder shall be the joint and several obligation of each owner of a fee-simple interest in that lot, and any demand, notice or other communication or action given or taken hereunder or

pursuant hereto to or by one of such joint owners, shall be deemed given, taken or received by all such joint owners.

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

§11.04 Effective Period; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by agreement of the owners of seventy-five percent (75%) of the lots, which agreement must also be approved by the County of Marion and City of Marion, these covenants and restrictions are sooner terminated. This Declaration may be amended by a duly executed and recorded instrument signed by the owners of no fewer than fifty-one percent (51%) of the existing lots, provided that any such amendment during the fifteen (15) years after the date hereof must also be approved by the Declarant. Notwithstanding the foregoing, and in addition thereto, the consent of all members present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, and the written consent of Declarant, so long as Declarant owns a lot and/or Additional Property, shall be required for any amendment hereto or to the Articles, which effects a change in (1) the method of dividing the assessments, (2) the method of voting on Association matters, or (3) the fundamental purposes for which the Association is organized. A holder or insurer of a first mortgage on any lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the lot), shall be entitled to timely written notice of any proposed amendment hereto. In any event, Declarant reserves the exclusive right and power, and each lot owner by acceptance of a deed is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a lot and is irrevocable (except by Declarant), for a period of fifteen (15) years, to amend the Declaration and its organizational documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a lot, or (ii) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any lot owner, mortgagee, insurer, or guarantor, provided further, that if there is a lot owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and in any event, there is reserved to the Association, through its Board, from and after such time as Declarant no longer owns any lot or Additional Property, the right and power, and each lot owner by acceptance of a deed is deemed to and does give and grant to the Association, through its Board, a power of attorney, which right and power is coupled with an interest that runs with the title to a lot and is irrevocable (except by the Board), to amend the Declaration, and its organization documents, to the extent necessary to correct typographical or factual errors or omissions the correction of which would not impair the interest of any lot owner, mortgagee, insurer, or guarantor.

An eligible mortgagee of a lot who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

IN WITNESS WHEREOF, the Declarant herein and sole members and trustees of the Association, Donald E. Easley, Dawn G. Easley, Donald E. Jury, and Helen J. Jury have caused this instrument to be executed on this 4th day of April, 2000.

Signed in the presence of:

Connie L. Flavell
Connie L. Flavell

Kevin R. Hall
Kevin R. Hall

Donald E. Easley
Donald E. Easley

Dawn G. Easley
Dawn G. Easley

Donald E. Jury
Donald E. Jury

Helen J. Jury
Helen J. Jury

STATE OF OHIO, COUNTY OF MARION, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named DONALD E. Easley, DAWN G. Easley, husband and wife, and DONALD E. JURY, and HELEN J. JURY, husband and wife, Declarants of the Declaration Eagle Creek Residential Homeowners' Association, and as the sole members and trustees of said Association, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at Marion, Ohio, this 4th day of April, 2000.



CONNIE L. FLAVELL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOV. 27, 2001

Connie L. Flavell
Notary Public

This instrument prepared by Kevin R. Hall, Attorney at Law
125 South Main Street, Marion, Ohio 43302

EXHIBIT "A"

ADDITIONAL PROPERTY

TRACT I:

Situated in the Township of Pleasant, County of Marion, State of Ohio, and bounded and described as follows:

Situated in part of the Southeast Quarter of Section 5, Township 6 South, Range 15 East, Pleasant Township, Marion County, State of Ohio, and being more particularly described as follows:

Beginning at an existing iron pipe located at the intersection of the North-South Half Section Line of Section 5 with the centerline of County Road 105 (also being the East-West Half Section Line of Section 5); thence along said East-West Half Section Line South 87 degrees 10 minutes 25 seconds East (for basis of bearing, see Official Record Vol. 135, Page 179, Marion County Recorder's Office) for a distance of 30.00 feet to a railroad spike set on Grantor's East line; thence along Grantor's East line South 3 degrees 15 minutes 35 seconds West for a distance of 250.01 feet to a 5/8" dia. iron pin set on Grantor's North line (passing over a 5/8" dia. iron pin set at 30.00 feet); thence along Grantor's North line South 87 degrees 10 minutes 25 seconds East for a distance of 356.33 feet to a 5/8" dia. iron pin set on Grantor's East line; thence along Grantor's East line South 13 degrees 42 minutes 55 seconds East for a distance of 234.23 feet to a 5/8" dia. iron pin set on Grantor's North line; thence along Grantor's North line South 87 degrees 18 minutes 30 seconds East for a distance of 30.00 feet to a 5/8" dia. iron pin set on Grantor's East line; thence along Grantor's East line South 13 degrees 42 minutes 55 seconds East for a distance of 300.55 feet to a 5/8" dia. iron pin set on Grantor's North line; thence along Grantor's North line South 87 degrees 18 minutes 30 seconds East for a distance of 250.00 feet to a railroad spike set on the centerline of County Road 105 (passing over a 5/8" dia. iron pin set at 218.73 feet); thence along said centerline South 13 degrees 42 minutes 55 seconds East for a distance of 238.00 feet to an existing iron pipe on Grantor's South line; thence along Grantor's South line North 87 degrees 18 minutes 30 seconds West for a distance of 898.71 feet to a 5/8" dia. iron pin set on the North-South Half Section Line of Section 5 (passing over an existing iron pin at 31.27 feet); thence along said North-South Half Section Line North 3 degrees 39 minutes 00 seconds East for a distance of 992.36 feet to an existing iron pipe on the centerline of County Road 105 and the point of beginning.

Containing 10.414 acres, more or less, and being subject to legal highways, easements, restrictions and agreements of record. This description prepared from surveys performed by Thomas L. Boblenz, Registered Surveyor 5719, and dated May 7, 1977, and June 23, 1978.

ALSO:

TRACT II:

Being the Southwest Quarter of Section 5, containing 160 acres according to government survey and excepting therefrom the following:

Beginning at the Southeast corner of the East half of the Southwest Quarter of said Section 5, thence South 89 degrees 10 minutes West along the South line of said Section, said line being the North line of Section 8, a distance of 624 feet to a point marked by an iron pipe; thence North 0 degrees 35 minutes West, a distance of 769 feet to a point marked by an iron pipe; thence East 631.5 feet to an iron pipe on the North and South Half Section Line of said Section 5; thence South along said half section line 760.4 feet to the place of beginning, containing 11.02 acres, more or less, as conveyed to The Marion County Club Holding Company of Marion, Ohio, a corporation, from the Huntington National Bank of Columbus, Trustee of the Trust under the Will of Donna Ruth Crissinger, deceased, by deed dated December 8, 1975, and recorded in Vol. 527, Page 268, Marion County, Ohio Deed Records.

ALSO:

TRACT III:

Being part of the Southwest Quarter of Section 5, Township 6 South, Range 15 East, Pleasant Township, Marion County, State of Ohio, and being more particularly described as follows:

Commencing at an existing railroad spike located at the intersection of Northwest corner of Club Groves Subdivision, as recorded in Plat Book 4, Page 170 in the Office of the Marion County Recorder with the centerline of County Road 105 (Crissinger Road); thence along the centerline of County Road 105 (Crissinger Road) South 12 degrees 53 minutes 13 seconds East for a distance of 401.76 feet to an existing stone with a "x"; thence South 85 degrees 17 minutes 18 seconds West for a distance of 607.11 feet to an existing stone with a "x" (passing over a 5/8" dia. iron pin set for reference at 30.31 feet); thence North 77 degrees 25 minutes 08 seconds West for a distance of 125.00 feet to an existing stone with a "x"; thence North 87 degrees 45 minutes 58 seconds West for a distance of 547.76 feet to an existing iron pin on the North - South half section line of Section 5; thence along the said North - South half section line North 03 degrees 15 minutes 21 seconds East for a distance of 468.32 feet to an iron pin set and the place of beginning; thence North 87 degrees 06 minutes 33 seconds West for a distance of 5.49 feet to an existing iron pipe; thence North 03 degrees 09 minutes 27 seconds East for a distance of 135.49 feet to an existing iron pin; thence South 66 degrees 21 minutes 00 seconds East for a distance of 6.10 feet to an iron pin set; thence South 03 degrees 15 minutes 21 seconds West for a distance of 133.32 feet to an iron pin set and the point of beginning.

Containing 0.017 acres more or less and subject to legal highways, easements, restrictions and agreements of record.

ALSO:

TRACT IV:

Situated in part of the Southeast Quarter of Section 5, Pleasant Township, Township 6 South, Range 15 East, Marion County, State of Ohio; being part of a tract now or formerly owned by Sisco Development Co., Ltd. (O.R. 324, Page 142); and being more particularly described as follows:

Commencing at an existing iron pipe located at the intersection of the East-West Half Section Line of Section 5 with the centerline of County Road 105 (said point being South 87 degrees 10 minutes 25 seconds East 590.38 feet from an existing iron pipe at the center of Section 5); thence along said centerline South 13 degrees 42 minutes 55 seconds East (assumed) for a distance of 1032.89 feet to an existing iron pipe; thence North 87 degrees 18 minutes 30 seconds West for a distance of 250.00 feet to an existing iron pin on Grantor's East line and the point of beginning (passing over an existing iron pin at 31.27 feet); thence along Grantor's East line South 2 degrees 41 minutes 30 seconds West for a distance of 205.00 feet to an existing iron pin on Grantor's North line; thence along Grantor's North line South 87 degrees 18 minutes 30 seconds East for a distance of 305.99 feet to an existing railroad spike on the centerline of County Road 105 (passing over an existing iron pin at 274.89 feet); thence along said centerline South 12 degrees 35 minutes 00 seconds East for a distance of 191.36 feet to an existing railroad spike; thence North 88 degrees 23 minutes 00 seconds West for a distance of 30.95 feet to a 5/8" dia. iron pin set; thence North 12 degrees 35 minutes 00 seconds West for a distance of 110.68 feet to a 5/8" dia. iron pin set on a point of curve; thence Northwesterly along a curve to the left having a radius of 25.00 feet for an arc distance of 32.61 feet (chord North 49 degrees 56 minutes 45 seconds West 30.34 feet) to a 5/8" dia. iron pin set on the point of tangency; thence North 87 degrees 18 minutes 30 seconds West for a distance of 272.18 feet to a 5/8" dia. iron pin set on a point of curve; thence Northwesterly along a curve to the right having a radius of 181.50 feet for an arc distance of 98.17 feet (chord North 71 degrees 48 minutes 50 seconds West 96.98 feet) to a 5/8" dia. iron pin set on the point of tangency; thence North 56 degrees 19 minutes 05 seconds West for a distance of 100.93 feet to a 5/8" dia. iron pin set on a point of curve; thence Northwesterly along a curve to the left having a radius of 127.86 feet for an arc distance of 69.51 feet (chord North 71 degrees 53 minutes 35 seconds West 68.66 feet) to a 5/8" dia. iron pin set on the point of tangency; thence North 87 degrees 28 minutes 10 seconds West for a distance of 405.39 feet to a 5/8" dia. iron pin set on the North-South Half Section Line of Section 5; thence

along said North-South Half Section Line North 3 degrees 39 minutes 00 seconds East for a distance of 170.04 feet to a 5/8" dia. iron pin set on Grantor's North line; thence along Grantor's North line South 87 degrees 18 minutes 30 seconds East for a distance of 648.71 feet to an existing iron pin on Grantor's East line and the point of beginning.

Containing 3.334 acres more or less, and being subject to legal highways, easements, restrictions, and agreements of record. This description prepared from a survey performed by Thomas L. Boblenz, Registered Surveyor 5719, and dated April 8, 1997. All 5/8" iron pins set have a plastic identity cap with the following caption, "TLB & Associates."

ALSO:

TRACT V:

Being part of the Southwest Quarter of Section 5, Township 6 South, Range 15 East, Pleasant Township, Marion County, State of Ohio and being more particularly described as follows:

Commencing at an existing railroad spike located at the intersection of Northwest corner of Club Groves Subdivision, as recorded in Plat Book 4, Page 170 in the Office of the Marion County Recorder with the centerline of County Road 105 (Crissinger Road); thence along the centerline of County Road 105 (Crissinger Road) South 12 degrees 53 minutes 13 seconds East for a distance of 401.76 feet to an existing stone with a "x"; thence South 85 degrees 17 minutes 18 seconds West for a distance of 607.11 feet to an existing stone with a "x" (passing over a 5/8" dia. iron pin set for reference at 30.31 feet); thence North 77 degrees 25 minutes 08 seconds West for a distance of 125.00 feet to an existing stone with a "x"; thence North 87 degrees 45 minutes 58 seconds West for a distance of 547.76 feet to an existing iron pin on the North - South half section line of Section 5; thence along the said North - South half section line North 03 degrees 15 minutes 21 seconds East for a distance of 601.64 feet to an iron pin set; thence North 66 degrees 21 minutes 00 seconds west for a distance of 118.60 feet to an existing iron pin; thence on a curve to the left having a radius of 70.00 feet for an arc length of 78.70 feet and having a chord bearing North 08 degrees 33 minutes 27 seconds West for a chord distance of 74.62 feet to an existing iron pin; thence on a curve to the right having a radius of 70.00 feet for an arc length of 54.26 feet and having a chord bearing North 18 degrees 33 minutes 27 seconds West for a chord distance of 52.91 feet to an existing iron pin; thence North 03 degrees 39 minutes 00 seconds East for a distance of 436.38 feet to an existing iron pin; thence on a curve to the right having a radius of 25.00 feet for an arc length of 38.78 feet and having a chord bearing of North 48 degrees 05 minutes 25 seconds East for a chord distance of 35.01 feet to an existing iron pin; thence South 87 degrees 28 minutes 10 seconds East for a distance of 111.64 feet to an existing iron pin and the place of beginning; thence North 03 degrees 09 minutes 27 seconds East for a distance of 167.91 feet to an existing inch iron rebar; thence South 87 degrees 26 minutes 30 seconds East for a distance of 7.08 feet to an existing iron pin on the North - South half section line of Section 5; thence along the said North - South half section line South 03 degrees 15 minutes 21 seconds West for a distance of 167.91 feet to an iron pin set; thence North 87 degrees 28 minutes 10 seconds West for a distance of 6.79 feet to an existing iron pin and the place of beginning.

Containing 0.027 acres more or less and subject to legal highways, easements, restrictions and agreements of record.

EXCEPTING FROM ALL OF THE ABOVE:

Situated in part of the Southeast Quarter and part of the Southwest Quarter of Section 5, Pleasant Township, Township 6 South, Range 15 East, Marion County, State of Ohio; Being part of tracts now or formerly owned by Sisco Development Co., Ltd. (O.R. 324, Page 142) and Donald E. & Dawn G. Easley, Donald E. & Helen J. Jury (O.R. 318, Page 995); and being more particularly described as follows:

Commencing at an existing iron pipe located at the intersection of the East-West Half Section Line of Section 5 with the centerline of County Road 105 (said point being South 87 degrees 10 minutes 25 seconds East 590.38 feet from an existing iron pipe at the center of Section 5); thence along said centerline South 13 degrees 42 minutes 55 seconds East (for basis of bearing, see Official Record 265, Page 559, Marion County Recorder's Office) for a distance of 794.89 feet to

an existing railroad spike and the point of beginning; thence along said centerline South 13 degrees 42 minutes 55 seconds East for a distance of 238.00 feet to an existing iron pipe; thence North 87 degrees 18 minutes 30 seconds West for a distance of 250.00 feet to an existing iron pin (passing over an existing iron pin at 31.27 feet); thence South 2 degrees 41 minutes 30 seconds West for a distance of 205.00 feet to an existing iron pin; thence South 87 degrees 18 minutes 30 seconds East for a distance of 305.99 feet to an existing railroad spike on the centerline of County Road 105 (passing over an existing iron pin at 274.89 feet); thence along said centerline South 12 degrees 35 minutes 00 seconds East for a distance of 191.36 feet to an existing railroad spike; thence North 88 degrees 23 minutes 00 seconds West for a distance of 345.00 feet to an existing iron pin (passing over an existing iron pin at 30.95 feet); thence North 67 degrees 14 minutes 55 seconds West for a distance of 240.00 feet to an existing iron pin; thence North 87 degrees 28 minutes 10 seconds West for a distance of 440.00 feet to an existing iron pin on the North-South Half Section Line of Section 5; thence along said North-South Half Section Line North 3 degrees 39 minutes 00 seconds East for a distance of 144.99 feet to an existing iron pin; thence North 87 degrees 28 minutes 10 seconds West for a distance of 110.48 feet to an existing iron pin; thence Southwesterly along a curve to the left having a radius of 25.00 feet for an arc distance of 38.78 feet (chord South 48 degrees 05 minutes 25 seconds West 35.01 feet) to an existing iron pin; thence South 3 degrees 39 minutes 00 seconds West for a distance of 48.54 feet to an existing iron pin; thence North 86 degrees 21 minutes 00 seconds West for a distance of 182.78 feet to a 1" dia. iron pin set; thence North 2 degrees 54 minutes 25 seconds East for a distance of 360.00 feet to a 1" dia. iron pin set; thence South 87 degrees 05 minutes 35 seconds East for a distance of 135.29 feet to a 5/8" dia. iron pin set; thence Northeasterly along a curve to the right having a radius of 182.53 feet for an arc distance of 83.85 feet (chord North 33 degrees 38 minutes 45 seconds East 83.12 feet) to a 5/8" dia. iron pin set; thence North 24 degrees 35 minutes 25 seconds East for a distance of 199.89 feet to a 1" dia. iron pin set; thence South 87 degrees 18 minutes 30 seconds East for a distance of 605.19 feet to a 1" dia. iron pin set; thence South 13 degrees 42 minutes 55 seconds East for a distance of 153.81 feet to an existing iron pin; thence South 87 degrees 18 minutes 30 seconds East for a distance of 250.00 feet to an existing railroad spike on the centerline of County Road 105 and the point of beginning (passing over an existing iron pin at 218.73 feet).

Containing 15.904 acres more or less, of which 4.101 acres more or less are dedicated to public streets, leaving 11.803 acres more or less in 23 lots, and being subject to legal highways, easements, restrictions, and agreements of record. This description prepared from a survey performed by Thomas L. Boblenz, Registered Surveyor 5719, and dated April 3, 1997. All 5/8" and 1" dia. iron pins set have a plastic identity cap with the following caption, "TLB & Associates."

ALSO EXCEPTING FROM ALL OF THE ABOVE:

Being part of the Southwest Quarter of Section 5, Township 6 South, Range 15 East, Pleasant Township, Marion County, State of Ohio and being more particularly described as follows:

Commencing at an existing railroad spike located at the intersection of Northwest corner of Club Groves Subdivision, as recorded in Plat Book 4, Page 170 in the Office of the Marion County Recorder with the centerline of County Road 105 (Crissinger Road); thence along the centerline of County Road 105 (Crissinger Road) South 12 degrees 53 minutes 13 seconds East for a distance of 401.76 feet to an existing stone with a "x"; thence South 85 degrees 17 minutes 18 seconds West for a distance of 607.11 feet to an existing stone with a "x" (passing over a 5/8" dia. iron pin set for reference at 30.31 feet); thence North 77 degrees 25 minutes 08 seconds West for a distance of 125.00 feet to an existing stone with a "x"; thence North 87 degrees 45 minutes 58 seconds West for a distance of 547.76 feet to an existing iron pin on the North - South half section line of Section 5; thence along the said North - South half section line North 03 degrees 15 minutes 21 seconds East for a distance of 601.64 feet to an iron pin set and the place of beginning; thence North 66 degrees 21 minutes 00 seconds West for a distance of 118.60 feet to an existing iron pin; thence on a curve to the left having a radius of 70.00 feet for an arc length of 78.70 feet and having a chord bearing North 08 degrees 33 minutes 27 seconds West for a chord distance of 74.62 feet to an existing iron pin; thence on a curve to the right having a radius of 70.00 feet for an arc length of 54.26 feet and having a chord bearing North 18 degrees 33 minutes 27 seconds West for a chord distance of 52.91 feet to an existing iron pin; thence North 03 degrees 39 minutes 00 seconds East for a distance of 436.38 feet to an existing iron pin; thence on a curve to the right having a radius of 25.00 feet for an arc length of 38.78

feet and having a chord bearing of North 48 degrees 05 minutes 25 seconds East for a chord distance of 35.01 feet to an existing iron pin; thence South 87 degrees 28 minutes 10 seconds East for a distance of 118.43 feet to an iron pin set on the North - South half section line of Section 5; thence South 03 degrees 15 minutes 21 seconds West for a distance of 626.19 feet to an iron pin set and the place of beginning.

Containing 1.926 acres more or less and subject to legal highways, easements, restrictions and agreements of record.

ALL THE ABOVE CONTAINING 144.942, more or less and subject to a more accurate survey of the remainder of TRACTS I and II.

MARION County Recording Page



MARION COUNTY RECORDER
Mary Jo Osmun
222 West Center Street
Marion, Oh 43302
(740) 223-4100

File Number : **2006-00010924**

Book : **13** Page : **311**

On (Recorded Date) : 11/9/2006
At (Recorded Time) : 3:07:45 PM

Recording Pages : 3

Recording Fee : \$80.00
(Fee Excludes Cover Page)



Doc ID - 001749780003

Please keep this Cover Page with the Original Document
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Index Type: PLATS

Instrument Type: Plats

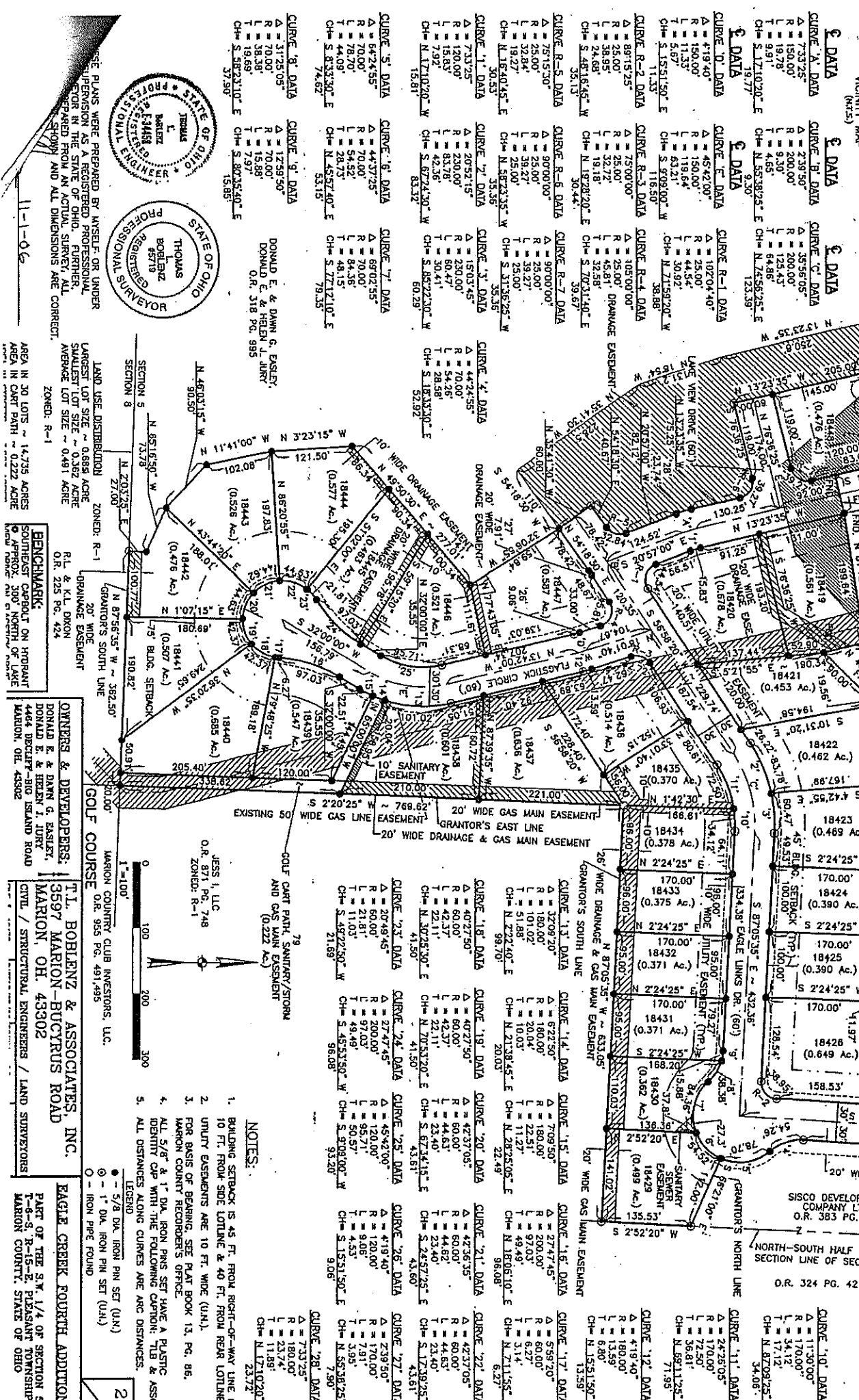
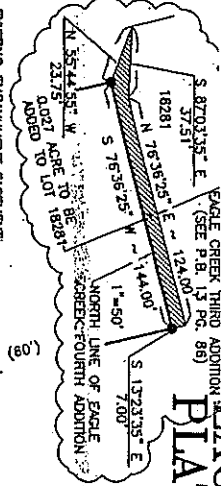
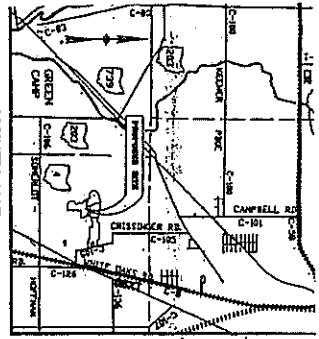
First INDEXED NAME

EAGLE CREEK

Received From :
HALL, KEVIN

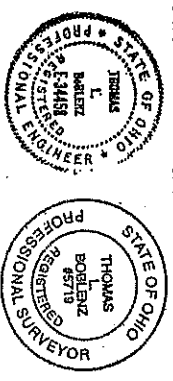
Return To :
HALL, KEVIN
MARION, OH 43302

PLAT OF FOURTH ADDITION



SE PLANS WERE PREPARED BY MYSELF OR UNDER SUPERVISION AS A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF OHIO. FURTHER, COMPARED FROM AN ACTUAL SURVEY, ALL SHOWN AND ALL DIMENSIONS ARE CORRECT.

11-1-06



LAND USE DISTRIBUTION ZONED: R-1
LARGEST LOT SIZE ~ 0.684 ACRES
SMALLEST LOT SIZE ~ 0.362 ACRES
AVERAGE LOT SIZE ~ 0.491 ACRES

ZONED: R-1

AREA IN 30 LOTS ~ 14.735 ACRES
AREA IN CLOT PATH ~ 0.222 ACRES

BENCHMARK:
SOUTHEAST CORNER ON HYDRAULIC
APPROX. 300' NORTH OF LAKE

OWNERS & DEVELOPERS:
DONALD E. & DAWN G. EASLEY,
DONALD E. & HELEN J. JURY
MARION, OH. 43302

T.L. BOHLENZ & ASSOCIATES, INC.
3597 MARION-BUCYRUS ROAD
MARION, OH. 43302

CIVIL / STRUCTURAL ENGINEERS / LAND SURVEYORS

EAGLE CREEK FOURTH ADDITION
PART OF THE S.W. 1/4 OF SECTION 5,
T-6-S, R-15-E, Pleasant Township,
MARION COUNTY, STATE OF OHIO

MARION County Recording Page



MARION COUNTY RECORDER
Mary Jo Osmun
222 West Center Street
Marion, Oh 43302
(740) 223-4100

File Number : **2006-00010925**

Book : **966** Page : **187**



Doc ID - 001749790006

On (Recorded Date) : 11/9/2006
At (Recorded Time) : 3:09:41 PM

Recording Pages : 6

L N Recording Fee : \$60.00
(Fee Excludes Cover Page)

Please keep this Cover Page with the Original Document
Use this Book and Page number for all future references

Index Type : OFFICIAL RECORDS
Instrument Type : Covenants & Restrictions

First INDEXED NAME

EASLEY, DONALD E

First OTHER NAME

EAGLE CREEK FOURTH SUBDIVISION

Received From :
HALL, KEVIN

Return To :
HALL, KEVIN
MARION, OH 43302

**PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS
FOR EAGLE CREEK FOURTH SUBDIVISION**

The following protective covenants, easements, and restrictions ("Covenants") shall apply to all lots in EAGLE CREEK FOURTH SUBDIVISION (the "Subdivision"), to the Township of Pleasant, County of Marion, and State of Ohio, heretofore recorded in Volume 13, Page 311, Record of Plats, Office of the Recorder of Marion County, Ohio are hereby established by DONALD E. EASLEY and DAWN G. EASLEY, husband and wife; and DONALD E. JURY and HELEN J. JURY, husband and wife, the owners of all the lots in the Subdivision.

These Covenants are to run with the land in the Subdivision, and shall be binding on all parties acquiring title to any lot or any part thereof, in the Subdivision, and bind the heirs, administrators and assigns of the Grantees of any of the affected lots. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, easement, or restriction and either to prevent the person or persons from so doing or to recover damages or other dues for such violation.

Violation of any of the hereinafter enumerated Covenants, either before or after the execution of a mortgage to a bona fide mortgagee, shall in no manner invalidate or impair the security of any mortgage of any of the lots in the Subdivision.

BUILDING STANDARDS:

1. All lots shall be used for single family residence purposes only, with one dwelling being constructed on any one building site, which shall include an attached garage sized to accommodate a minimum of two and one-half (2 ½) cars, but not more than four. No other buildings or sheds, other than the dwelling house, shall be erected or placed on any lot. No grantee or successor in title shall subdivide or convey less than the lot originally conveyed without first obtaining the written consent of Donald Easley or Donald Jury, or their successors or assigns (hereafter "Developer").
2. No dwelling shall be located on any lot nearer to the front lot line or nearer to any side street lot line than the minimum building setback lines shown on the recorded plat, with the minimum front lot line setback being no less than sixty-one (61) feet from the back of the street curb at the closest point. Notwithstanding the building setback and utility easements shown on the plat, no dwelling shall be erected nearer than forty (40) feet from the rear lot line and ten (10) feet from the side lot lines. The elevation of finished main floor level shall be no less than three (3) feet or more than five (5) feet above the center of the road, as measured at from the midpoint of the front of the dwelling.
3. The following square footage requirements shall apply to dwellings constructed in the Subdivision:
 - a. Any one story dwelling erected, constructed or permitted to remain on the premises shall have a minimum square foot floor area of 1,600 feet, exclusive of basement, attic, garage, porches, breezeways, and patios. The square footage requirement shall be based upon the outside dimension of the foundation of the dwelling.
 - b. All other types of dwellings erected, constructed or permitted to remain on the premises shall have a minimum square foot floor area of 2,200 feet, exclusive of basement, attic, garage, porches, breezeways, and patios. The square footage requirement shall be based upon the outside dimension of the foundation of the dwelling. Finished walk-out basements, as approved by the Developer, may be included in the total square footage requirement for the floor area.

4. All dwellings not having a basement shall be constructed with a crawl space. No dwellings will be permitted to have a concrete slab floor.
5. No excavations shall be made and no dwelling, including decks, patios, driveways, sidewalks, and permanent in-ground pools, shall be erected or constructed, nor shall any material be stored upon said premises until two sets of the complete building plans and specifications, including exterior color schemes, for all mentioned structures intended to be erected or constructed thereon showing the location of the structures on the premises and the elevations and slope and grade thereof shall have been submitted, in writing, to the Developer, and the plans and specifications shall have been approved, in writing, by the Developer. Upon approval thereof, the Developer shall return one copy thereof together with a certificate of approval thereof. All construction work commenced on the premises shall be completed within a reasonable time after the start of construction in accordance with the plans and specifications so approved, but in no event longer than one year from the date of commencement, which must include rough and finished grading of the lot, landscaping, driveway, and sidewalks.
6. No exposed concrete block will be permitted in any construction of the dwelling other than in the normal foundation of any dwelling. No more than 8 inches of exposed top course of block or exposed poured foundation shall be permitted.
7. All dwellings shall have brick, stone, vinyl, stucco, or wood siding, or a combination thereof. At least sixty percent (60%) of the front façade on each dwelling must have an exterior consisting of brick, stone or stucco or a combination thereof. The use of vinyl or aluminum siding is allowed except that the Developer reserves the right to establish minimum standards for the grade, quality, and installation of any vinyl or aluminum siding. All exterior building materials and paints are restricted to earth-tone colors as defined by the Developer.
8. The roof of every dwelling constructed shall have a roof pitch of not less than 6 inches rise for every 12 inches of run (6:12). Every roof must contain at least one break and the color of the roof must complement the dwelling color and that of adjacent dwellings.
9. All overhead garage doors shall be of either wood or metal-raised panel doors.
10. All spouting and sump-pumps for rain water must be connected to an underground storm drainage tile located adjacent to each lot. All other water must be directed to appropriate sanitary sewer tiles and lines.
11. All chimneys shall be constructed with a fireproof flue or insulated piping system, subject to the approval of the Developer. Pre-fabricated fireplace vents are permissible, but subject to the condition that the vent shall not be visible on the exterior of the dwelling except that it shall be permissible to vent the fireplace through the roof area on the rear of the dwelling. Back venting of gas fireplaces is permissible on the side or rear of the dwelling.
12. All telephone, electric, cable television, and other utilities shall be connected to a dwelling by underground service.
13. All dwellings must be built by recognized and qualified building contractors. The Developer reserves the right to approve or disapprove all building contractors. The Developer shall not unreasonably withhold such approval.

LANDSCAPE AND COMMUNITY STANDARDS:

14. All driveways shall be paved with asphalt, concrete, brick, or concrete pavers within one year of excavation for the dwelling. Driveways shall be grouped and staggered to provide expansive lawn area between lots. All driveways must be at least sixteen (16) feet in continuous width from the dwelling to the street pavement. Each lot owner shall be required to construct a public sidewalk that runs the entire length of the lot that has frontage on a public roadway. The sidewalk will be constructed at the sole expense of the lot owner within one year of the transfer of title to the lot owner, and must be constructed of concrete in accordance with the minimum requirements as prescribed by the Developer and the appropriate governmental authority. In the event that the lot owner does not construct the sidewalk as required herein or the sidewalk does not meet minimum standards, then in that event the Developer or governmental authority shall

have the right to construct the sidewalk and seek reimbursement from the lot owner and place a lien against the title to the lot.

15. Standard chain link or other metal fences shall not be permitted. No fences, tree rows or hedge rows shall be erected that either run along the perimeter of the yard or in the yard that would break up the openness of the area. Only privacy fences that are constructed of wood, split rail, stone, brick, fiberglass, or aluminum wrought-iron style, or a combination thereof shall be permitted, and such fences shall be limited to and immediately adjacent to a patio, deck, or permanent in-ground swimming pool, with all specifications, including desired location, submitted to the Developer for prior approval.

16. Each dwelling shall have a minimum of one yard light on a decorator lamp post, with the post being located no nearer than fifty (50) feet to the center of the public roadway. The yard light and lamp post shall not be of a type or placed in a manner that would detract from the general appearance of the Subdivision. Every dwelling shall have one mailbox that is located immediately adjacent to the driveway, unless the U.S. Postal Service permits the mailbox to be attached to the dwelling. The mailbox shall be constructed of brick, stone, or wood, and must be approved by the Developer.

17. Every lot shall have at least one two-inch caliper tree in the front yard of each dwelling. There shall be a continuous landscape treatment across the front elevation of the dwelling. All trees mentioned herein shall be planted within six months of occupancy. The yard shall be seeded or sodded within six months of occupancy. No trees, bushes, or large plantings shall be planted in any utility, drainage, or sewer easement area, without the approval of the Developer.

18. All walls, walks, terraces, permanent in-ground pools, private garden and garden structures shall be constructed out of materials that complement the dwelling. No above ground swimming pools shall be permitted.

19. No noxious or offensive activity shall be carried on upon any lot, nor shall any lot be used for any purpose or in any way which may endanger the health or unreasonably disturb the quiet enjoyment of the other lot owners. The parking of trucks or heavy machinery on any lot or on the streets of the Subdivision, other than used in connection with the construction, improvement or maintenance of any lot and dwelling, is considered a nuisance. Mobile homes, boats and trailers, and recreational vehicles are not permitted on any lot or street for more than 48 hours, or on the premises for any intermittent periods with the intent to circumvent the 48 hour limitation. Any such vehicles kept on a regular basis on the lot shall be stored from view inside a garage.

20. No building, structure, trailer, basement, tent, shack, garage, or outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently, and no building already erected shall be moved to the premises. No satellite dishes in excess of 24 inches in diameter shall be permitted. No satellite dishes designed for multiple uses, other than electronic reception and transmission, or for multiple users in the Subdivision, shall be permitted. Any satellite dish meeting these requirements must be mounted to the dwelling without the use of poles to extend its height. The installation, color, and type of any satellite dishes or antennas shall be subject to the approval of the Developer. No clothes-line or apparatus that would be considered offensive or detract from the aesthetic appearance of the area shall be permitted.

21. No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six square feet, advertising the property for sale or rent, or by a builder to advertise the property during the construction and sales period.

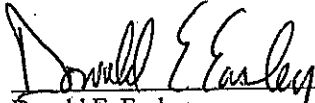
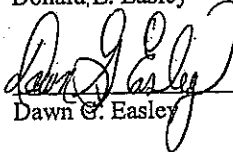
22. Animals, livestock and poultry of any kind shall not be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purposes, and provided that they are so confined that the keeping of the same does not become a nuisance. No outside animal shelters or enclosed runs are permitted.

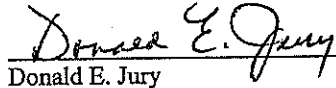
23. The storage of tools, landscape instruments, household effects, machinery and machinery parts, empty or filled containers, boxes or bags, materials or other items that shall in appearance detract from the ascetic value of the property, shall be stored so as to not be viewed from all public right-of-ways. Trash for regular collection may be placed at the street right-of-way on regular collection days for a period not to exceed twenty-four (24) hours prior to pickup.

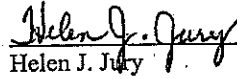
24. All lot owners shall keep their lots mowed and free of noxious weeds, rubbish and debris, whether such lots are unimproved or built upon.
25. Prior to occupancy, all lot owners shall tap into water and sewer services with all connections subject to inspection and approval of the appropriate governmental authority.
26. The owners of all lots in this Subdivision by the conveyance of title shall automatically become members of Eagle Creek Residential Homeowners Association (the Association), or other entity designated by the Developer. These lots shall be subject to the Declaration for the Association recorded in Official Records Volume 495, Page 89, Recorder's Office, Marion County, Ohio, as amended from time to time, and shall be subject to its Code of Regulations, Bylaws and Rules and Regulations as may be promulgated by the Association. The owners of lot numbers 18419, 18421, 18422, 18423, 18424, 18425, 18426, 18427, and 18428 shall take title with the knowledge that the rear property lines of these lots have frontage on Eagles Nest Lake which was added to the Association with the filing of the Second Amendment to the Declaration, as recorded in Official Records Volume 756, Page 704. These lots shall have access to Eagles Nest Lake, subject to the terms and conditions set forth in the Declaration (OR Volume 495, Page 89), Second Amendment to the Declaration (OR Volume 756, Page 704), Third Amendment to the Declaration (OR Volume 828, Page 361, and Fourth Amendment to the Declaration herewith filed simultaneously of record with these Covenants, and any subsequent amendments to the Declaration. These lot owners shall be required to construct certain improvements adjacent to the water line as set forth by rules adopted by the Board for the Association.
27. The owners of lot numbers 18442, 18443, and 18444 shall take title with knowledge that the rear property line of each lot has frontage on a pond area known as Hidden Lake. At such time that the Declarant of the Association determines that Hidden Lake, which presently remains as Additional Property, as defined in the Declaration, should be added to the Association, these identified lots shall be subject to revised assessments and rules based upon the projected costs for the maintenance of Hidden Lake, as determined by the Declarant and the Association Board.
28. The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded and shall be automatically extended for successive periods of ten (10) years, unless changed as provided herein. These Covenants may be changed in whole or in part only by an instrument signed by the owners of the legal title to a seventy-five percent (75%) of said lots within this Addition. The modification or alteration of the Covenants must be filed as an amendment to these Covenants. In addition, so long as the Developer, its successors or assigns, owns any lots in the subdivision, these Covenants may not be amended without approval from the Developer or its successors or assigns. The Association shall exist so long as, by its Articles, the Association owns any portion of the any lot or land in the Subdivision or future subdivision that is a part of the Association, or any restrictions, enforceable by the Association, remain applicable to any lot in the stated subdivisions.
29. 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.

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Executed this 7th day of November, 2006.


Donald E. Easley

Dawn G. Easley


Donald E. Jury


Helen J. Jury

STATE OF OHIO:

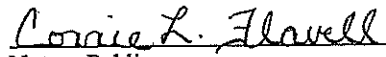
SS:

MARION COUNTY:

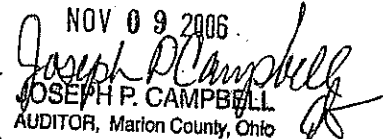
The foregoing instrument was acknowledged before me this 7th day of November, 2006, by DONALD E. EASLEY, DAWN G. EASLEY, DONALD E. JURY, AND HELEN J. JURY:



CONNIE L. FLAVELL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOVEMBER 28, 2006


Notary Public

Transfer Not Necessary
PER 319.202 R.C.

NOV 09 2006

JOSEPH P. CAMPBELL
AUDITOR, Marion County, Ohio

This instrument prepared by Kevin R. Hall, Attorney at Law
355 East Center Street, Marion OH 43302