

:

ASHLEY CREEK SECTION I  
DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS  
AND ASHLEY CREEK ASSOCIATION

This is a Declaration of Covenants, Easements, Restrictions and Assessment Liens (the "Declaration") made on this 12th of January, 1999, by F.A. KOHLER CO., an Ohio corporation (the "Declarant"), with offices at 500 South Front street, Suite 770. Columbus, Ohio 43215.

Background

A. Declarant is the owner in fee simple of the following REAL PROPERTY:

Situated in the State of Ohio, in the County of Fairfield, and in the Township of Violet:

Being Lots Numbered One (1) through Eleven (11), both inclusive, and Thirty-one (31) through Forty-five (45), both inclusive, of ASHLEY CREEK SECTION 1, as said lots are numbered, designated, and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 195, Recorder's Office, Fairfield County, Ohio.

Last Transfer: Volume 662, page 88, Deed Records, Recorder's Office, Fairfield County, Ohio.

Each of these . lots is referred to herein as a "Lot". and collectively they are referred to herein as the "Lots". A "Lot Owner" is each owner of a fee simple interest in a Lot The ASHLEY CREEK, SECTION 1, subdivision is referred to herein as the "Subdivision".

B. Declarant intends, during the course of development of the Subdivision to construct a certain entranceway to the Subdivision of Lots 1, 42, 43, 44, and 45, as noted and described in the recorded Subdivision plat along state Route 204 (the "Entranceway") and to install fencing, walls, signage, and landscaping at said Entranceway and provide for the servicing and maintenance of the improvements, landscaping, and grass at the Entranceway for the benefit of Declarant as well as the Lot Owners in the Subdivision.

C. Simultaneously with its execution hereof: Declarant has caused an Ohio unincorporated association of Lot Owners to be formed, named the ASHLEY CREEK ASSOCIATION (the "I" Association") to administer the maintenance of the Entranceway and parkland areas platted on future sections of the Ashley Creek development. The members of the Association are and shall be Lot Owners, and the Association's purposes are and will be to maintain the Entranceway and future parkland areas 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 bylaws and promulgate rules and regulations concerning maintenance of the Entranceway and future parkland areas 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 (additional sections of the Ashley Creek development) may be added to the plan created by this Declaration to take advantage of economies of scale and reduce per Lot association costs and accomplish similar objectives. These lands or sections may include the parkland areas which will become subject to this Declaration as if those parkland areas had been established and provided for simultaneously herewith (the "Parklands").

D. Declarant desires to create a plan of restrictions, easements and covenants concerning the Lots in the Subdivision and to retain in Declarant plan approval of the dwelling units to be constructed on said Lots and said easements and covenants shall also relate to the Entranceway and Parklands for the benefit

of and to protect the interests of the public, Declarant, each Lot Owner, and their respective personal representatives, heirs, successors and assigns. .

### Covenants, Restrictions, Easements, Assessments and Liens

Now therefore, Declarant hereby declares that the lots shall be held, sold, conveyed, and 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 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 personal representatives, heirs, successors, and assigns, and shall inure to the benefit of and be enforceable by Declarant and each Lot Owner, and their respective personal representatives, heirs, successors, and assigns, and the Association.

#### Article 1

A. LAND USE: All of the lots in the subdivision shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot that would exceed two and one-half (2 1/2) stories in height or thirty-eight (38) feet from the finish grade of the building. The permitted improvements shall include necessary accessory buildings and structures, including a garage, an uncovered and covered and/or enclosed patio, fencing, an in-ground swimming pool, and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any Lot without the express written consent of Declarant. The word "structure" as used herein includes any thing or object the placement of which upon any Lot may affect the appearance of such Lot; including, but not limited to a fence, an above-ground swimming pool, barn, greenhouse, coop, cage, animal run, storage shed, house trailer or any other temporary or permanent improvement on such Lot

B. PLAN APPROVAL: An architectural review committee shall be formed by Declarant, Said Committee shall be comprised of three (3) members. For the purpose of maintaining specific architectural guidelines as standards for the development of all Lots within the Subdivision, each Lot Owner shall be required to submit two (2) sets of complete building and site plans with specifications of the buildings and structures intended to be erected on a Lot to the Committee or its assignee, setting forth the general arrangements of the interior and exterior of the building(s) and/or structure(s), including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures, and appurtenant elements such as decorative walls, fences, chimneys, driveways, and walkways and detail showing the location of the building(s) and/or structure(s) on the Lot including setbacks, driveway locations, garage openings, orientation of the building and/or structure to the topography and conformance with the grading and drainage plan. Each Lot Owner covenants that no excavation shall be made, no building and/or structure shall be erected and no materials shall be stored upon a Lot by said Lot Owner or his agents, heirs, successors or assigns until the Committee shall have approved said plans and specifications in writing. If the Committee fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Committee disapproves said plans and specifications, the Lot Owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by the Committee within one (1) year following conveyance of title to said Lot Owner (or such extension of time as Declarant may, at its sole option extend), Declarant reserves and each Lot Owner, by acceptance of a deed to a Lot, hereby acknowledges the right of Declarant, at its option, to repurchase the Lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

Each Lot Owner, by his acceptance of a deed to a Lot, further acknowledges that in considering plans and specifications submitted, the Committee will take into consideration plans and specifications

already approved or in the process of being reviewed for approval of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect Upon the neighboring properties and the overall development of the Subdivision and acknowledges that the Committee may require submission of samples of materials to be used in the construction of said single-family residence as a condition of the approval of said plans and specifications. Each Lot Owner further acknowledges that the Committee shall not be responsible or liable to said Lot Owner or to any other owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses entailed to any Lot Owner in the preparation, submission and if necessary, resubmission of proposed plans and specifications.

Each Lot Owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter a Lot from Its present state shall be commenced until the plans and specifications shall first have been approved in writing by Declarant in accordance herewith.

Within the drainage or storm water management easement areas designated on the recorded plat of the Subdivision, no structure, planting at other material shall be placed, or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each Lot and an surface improvements thereon shall be maintained continuously by the owner of said Lot, except for those improvements for which a public authority or public utility company is responsible.

C. BUILDING LOCATION: No building shall be located on any Lot nearer to the front line or nearer to a side street line that the minimum building setback lines shown on the recorded plat; . provided, however. if the appropriate governmental authority shall grant a variance to such setback lines, then the requirements hereof shall be so modified. No portion of any Lot nearer to any street than the building setback lines 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 hereafter created, than the front building lines of the building thereon, excepting ornamental railings, 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 the Lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said Lots. No weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said Lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation, No swimming pool shall be constructed or maintained above the finished grade as shown on the master grading plan for the Subdivision.

D. DWELLING REQUIREMENTS: AU dwellings shall conform to the following building requirements:

The minimum floor area for single-family homes shall be in accordance with the following table:

Ranch	1,800 or more square feet
Two-Story	2,100 or more square feet.

Square footages as listed are computed from exterior building dimensions and are exclusive of open porches, garages, basements, and unfinished areas. In the event the ceiling above a portion of the ground floor area extends to a height equal to or greater than the ceiling height of the second floor, then the square foot area of the first floor so described shall be considered, for the purposes of these provisions, to have an equal floor area on the second floor, not to exceed more than fifteen (15) percent of the total square footage of the house.

The plan shall provide for, and, upon completion of construction and prior to occupancy of any residence, a mailbox shall be installed on the relevant Lot, which mailbox and post shall be of the type and design as specified in the Master Plan by the Developer.

E. LOT SPLIT: No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new lot.

F. TRADE OR COMMERCIAL ACTIVITY BARRED: No trade or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners to any of said Lots in the Subdivision. Notwithstanding the foregoing, Declarant, its successors and assigns, may perform its development and Lot sales activities within the Subdivision and one or more single-family builders may maintain home sales models within the Subdivision and may conduct sales activities from such models ..

G. TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

H. TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of Declarant, "No above-ground swimming pools shall be permitted.

I. ANIMALS: No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two (2) dogs or two (2) cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age.

J. WASTE DISPOSAL: No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.

K. SOIL REMOVAL: No soil shall be removed from any Lot for any commercial purpose.

L. CLOTHES LINES: No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.

M. NUISANCES: No obnoxious or offensive activity shall be permitted on any lot not shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision and adjacent neighborhood.

N. VEHICLES NOT IN USE: No automobile or motor driven vehicle shall be left upon any Lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the Subdivision and shall be removed there from.

O. HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not viewable from

either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorcycle, motorboat, personal watercraft, and sailboat repair.

P. PLEASURE AND UTILITY VEHICLE AND EQUIPMENT PARKING AND STORAGE: No truck, trailer, boat, camper or other recreational vehicles, commercial vehicles or utility vehicles and equipment, including mowers, tractors, and other lawn or garden equipment, shall be parked or stored on any Lot unless it is in a garage or other vehicle and/or equipment enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. 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.

Q. GARAGE: No dwelling may be constructed on any Lot unless an enclosed garage for at least two (2) automobiles is also constructed thereon.

R. SIGNS: No signs of any kind shall be displayed to the public view on any Lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale at rent, signs used by a builder to advertise the property during the construction/sales period and/or signage utilized at the Entranceway, denoting the name of the Subdivision.

S. ANTENNAS: Television and radio antennas, including dish-type satellite sign-receiving earth stations, over twenty-four (24") inches in diameter shall be prohibited on the exterior of any house or building. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot in the Subdivision.

T. FUEL STORAGE: Any tank for the storage of fuel placed or maintained on any Lot in the Subdivision shall be located below the surface of the ground or within the confines of the dwelling.

U. FENCING LOTS: No stockade, privacy, chain link, cyclone, wire or other similar type fencing shall be constructed on any Lot. Fences will be made of natural materials and in a style which complements the Lot. No plastic or vinyl fences permitted. Only those fences approved by the Committee pursuant to Article I, Sections B. and C. hereof shall be constructed on any Lot.

v. GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, flood ways or other drainage configurations. The covering of open ditches along all public streets is prohibited except for the construction of private driveways.

W. ENTRANCEWAY EASEMENTS: Easements are herein reserved over the crosshatched areas of Lots 1, 42, 43, 44, and 45 of the subdivision as shown on Exhibit "A" attached hereto, made a part hereof, and consisting of one (1) page, for the installation of improvements, repairs and maintenance of the Entranceway facilities (certain of such areas are designated on the plat for the Subdivision as "Landscape Easement" areas). Any owner of Lots 1, 42, 43, 44, and/or 45 that contain such Entranceway facilities shall at all times keep such areas accessible for maintaining and repairing the Entranceway facilities; and, such Lot Owner, by its/his/her acceptance of a deed to such Lots or those portions of such Lots containing Entranceway facilities, agrees to be bound by these conditions.

X. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or, in

the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

Y. GREENSPACE/NO BUILD ZONES: It is intended that the beauty and character of the areas designated as greenspace easement zones on the Subdivision plat be preserved, as much as possible. in their natural condition. Therefore, any Improvements to Lots 1 through 6, both inclusive, and 42 through 45, both inclusive, shall be restricted to the area situated outside of the greenspace zones. No accessory buildings, fences, walls, walks, steps, or improvement of any kind shall be constructed within the greenspace zone except underground utility lines and appurtenant work that may be necessary to serve the Lots. Further, no tree may be removed unless dead or diseased. Weeds and underbrush may be removed and the area graded, so long as turf is re-established in the disturbed area to prevent the possibility of erosion. Any owner of a Lot that contains said greenspace zone shall by its/his/her acceptance of a deed to such Lot agree to adhere to and be bound by these conditions. The ASHLEY CREEK ASSOCIATION reserves the right, but not the obligation, to make repairs and maintain said greenspace zones should the Lot Owner fail to do so, and to enforce the above restrictions at the greenspace easement area.

Z. GARBAGE: Every owner of a Lot shall agree to participate in a garbage pickup service that has been approved by the Declarant. Declarant may decide to establish a sole source contract for such service in which each Lot owner will be billed routinely for costs to such service by contracted company.

## ARTICLE II

A. TERM: These covenants are to run with the Lots and shall be binding on all Owners of the Lots until January 1, 2028, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Association Board of trustees is recorded agreeing to change said covenants in whole or in part. However, no change to these deed covenants, in whole or in part, may be made by the Lot Owners without the prior written approval of the Violet Township Board of Trustees.

B. ENFORCEMENT: Enforcement shall be proceedings by law or in equity or both by any owner of any part of the Lots or by Declarant against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. No failure to object to any violations of any restrictions or to enforce any restrictions shall be deemed a waiver of the right to do so thereafter; either as to the same violations or as one occurring prior or subsequent thereto.

C. SEVERABILITY: Each of these covenants contained herein is independent and separate and in the event anyone or more such covenants shall for any reason be held invalid or unenforceable all remaining covenants shall nevertheless remain in full force and effect.

## ARTICLE III

ACCEPTANCE: By accepting a deed to any of the above-described Lots, 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.

## ARTICLE IV

A. MAINTENANCE OF ENTRANCEWAY AND PARKLAND BY DECLARANT AND ASSOCIATION: Until (a) the completion and sale of not less than seventy-five percent (75%) of the Lots in the Subdivision, or (b) January 1, 2003, whichever shall first occur, Declarant shall be responsible for the installation and reasonable proper maintenance of the Entranceway. On (a) January 1, 2003, or (b) the January 1st immediately following the date upon which seventy-five (75%) of the Lots have been

conveyed to bona fide purchasers. whichever first occurs, the Declarant covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the Entranceway. Until such turnover date, all improvements and maintenance costs in connection with the Entranceway if any, shall be completed and paid for by Declarant. Improvements shall include such fencing, lighting, walls, landscaping, and signage as Declarant, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions.

Once Parkland has been turned over to the Association, should such Parkland fall into disrepair or not otherwise be maintained, the Violet Township Trustees may, upon not less than one (1) year advance notice, require the Parkland to be deeded by the Association to Fairfield County or the Violet Township Parks Board or similar entity. Said entity shall thereafter maintain said Parkland areas and be entitled to assess each Lot as provided for herein in an amount not to exceed \$100.00 annually for the maintenance thereof. Declarant, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers regarding such Parkland maintenance responsibility to be assumed by the Association.

B. ASSOCIATION MEMBERS: Every owner of a Lot shall become a member of the Association, and each such owner, including Declarant, shall be entitled to one (1) vote on each matter submitted to vote of the members for each Lot owned by it/him/her; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

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

D. ASSESSMENTS: The Association shall be empowered to collect assessments for the maintenance of the Entranceway and Parkland 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 total, 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 of the issuance of such certificates, which must be paid at the time 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.

E. 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 to transferred by the Association to anyone 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 anyone or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

#### ARTICLE V

A. GENERAL: The covenants, maintenance and assessments set forth herein have been established with respect to forty-five (45) Lots within the Subdivision. Declarant may develop all or a portion of other land adjacent to and/or contiguous to 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. In the event that the other land is developed. Declarant believes that it would be in the best interest of all Lot Owners that the other land, or so much of it as is so developed, be added to the plan created by this Declaration, in order to accomplish similar objectives.

B. RIGHT TO EXPAND: Consonant with the foregoing, if within fifteen (15) years of the date of the recording of this Declaration, Declarant or its successor or assigns shall plat allot any portion of the other land into lots Substantially similar to the layout of the Subdivision, and if the same is developed with single-family residential homes on the lots, all or some of those lots may, at Declarant's sole discretion, be subjected to the provisions hereof, and those lots made It part of the plan created hereby.  
by the execution and recording by Declarant, or its designated successors or assigns, of It supplemental Declaration describing the property to be subjected to this plan and reciting that the provisions hereof shall be applicable thereto and to the owners thereof.

C. EFFECTS OF ANNEXATION: Upon subsection of additional property to the terms hereof:

1. Any property added in accordance with paragraph B above 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 heed provided herein as constituting part of the property subjected hereto, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the property in the Subdivision;
2. The owner or owners of the added portion 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 Declaration shall include and apply to all additional property included In such Supplemental Declaration, and to the owners. mortgagees and lessees thereof. with equal meaning and of like force and effect

Witness his hand this 12th day of January, 1999.

Signed and acknowledged  
in the presence of:

F.A. KOHLER CO.,  
an Ohio corporation

  
Kimberly Sneath

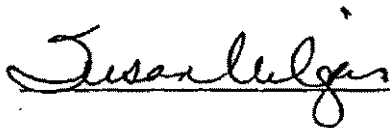
by:   
Charles P. Driscoll, Secretary



STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 12th day of January, 1999, before me, the subscriber, a Notary Public in and for said County and state, personally appeared the above named F .A. KOHLER CO., an Ohio corporation, by Charles P. Driscoll, its Secretary, who acknowledged the signing thereof to be his voluntary act and deed, for and on behalf of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Notary Public



SUSAN WILGUS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 25, 2000

This instrument prepared by:

Thomas Markworth, Attorney at Law  
941 Chatham Lane, Suite 200  
Columbus, Ohio 43221  
(614) 457-5422 or 241-2078 .