

2007

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DELAWARE COUNTY OHIO  
 FILED FOR RECORD **OCT 1997**  
 1:50 O'CLOCK P.M.  
 RECORDED DATE **Oct. 9, 1997**  
 VOL. **Deed 630** RECORD. **405**  
 PAGE **405**  
 COUNTY RECORDER  
 FEE \$ **50.00**

*cheap title*

**LIMITED WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that OAK CREEK ASSOCIATES, an Ohio joint venture, with offices at 5501 Frantz Road, Dublin, Ohio 43017 (hereinafter referred to as "Grantor"), for valuable consideration paid, grants with limited warranty covenants to TERRY E. GEORGE, TRUSTEE, (hereinafter referred to as "Grantee"), whose tax mailing address is 5501 Frantz Road, Dublin, Ohio 43017, the following REAL PROPERTY:

Situated in the State of Ohio, County of Delaware and Township of Orange:

Being Lot Numbers Three Thousand Three Hundred Fifty-nine (3359) through Three Thousand Three Hundred Ninety-four (3394), inclusive, of OAK CREEK I PHASE 6, as the same are numbered and delineated on the recorded plat thereof of record in Plat Cabinet 1, Slides 759 and 759A, Recorder's Office, Delaware County, Ohio (hereinafter referred to as "lot," "lots," "premises" or "subdivision").

Prior Instrument Reference: Deed Volume 558, page 246.

The Grantor hereby covenants with the Grantee and its successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except: (a) real estate taxes and assessments, if any, not presently due and payable; (b) zoning and building laws, ordinances and regulations; (c) legal highways; (d) restrictions, conditions and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises.

In pursuance of a general plan for the protection and benefit and the mutual advantage of the subdivision, and all of the persons who may now or hereafter become owners of any part of said subdivision, and as a part of the consideration for this conveyance, the Grantor executes and delivers this deed, and Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easements, charges, covenants, obligations, rights, uses and provisions (hereinafter referred to as the "restrictions") which are for the mutual benefit and protection of and shall be enforceable by the Grantor and by all and any of the owners of the lots. The Grantee, for itself and its successors and assigns, covenants and agrees to keep and perform each of said reservations, restrictions, conditions, easements, charges, covenants, obligations, rights, uses and provisions and fully and punctually to observe, comply with, perform and carry out the same, to wit:

### ARTICLE I

The subdivision is subject to the following reservations, restrictions, conditions, easements, charges, covenants, obligations, rights, uses and provisions contained in this Article I:

(A) LAND USE: No part of the premises shall be used except for single-family residential purposes only. No building or improvement shall be erected, altered, placed or permitted to remain on any part of the premises other than one single-family dwelling not to exceed two and one-half (2-1/2) stories and not to exceed thirty-five (35) feet in height, together with an attached garage for not less than two (2) automobiles to be parked side by side, except as provided for herein. Each residence, exclusive of open porch, basement and garage, shall be at least fourteen hundred (1400) square feet if a single-story ranch and at least sixteen hundred (1600) square feet for all other types of residences.

(B) LOT SPLIT: No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

Delaware County  
The Grantor has complied with  
Section 319.202 of the R.C.  
1997 Transfer Tax Paid 6  
~~FOR~~ TRANSFER NOT NECESSARY  
Person, Auditor By S. J. P.

PROVISIONS CONTAINED IN ANY DEED OR OTHER INSTRUMENT  
FOR THE CONVEYANCE OF A PARCELS HEREIN, WITHOUT THE  
SALE, RENTAL OR USE OF THE PROPERTY BEING BY THE OWNER  
COLORADO ARE INVALID UNDER FEDERAL LAW AND A LITIGATION FOR FEDERAL

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(C) TRADE, BUSINESS OR COMMERCIAL ACTIVITY BARRED: No industry, trade or commercial activity shall be conducted upon any lot; no spirituous, vinous or fermented liquors of any kind shall be manufactured and sold, either at wholesale or retail, upon the premises, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any lot in the subdivision, provided, however, during the initial construction and sales period, the owner of any lot who is a developer or a new home builder may conduct lot and/or home sales activities from a trailer, garage, model home or other structure. Notwithstanding the foregoing, such sales activities must be previously approved and authorized in writing by the Grantor.

(D) PLAN APPROVAL AND RELEASE OF LIABILITY: For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within the subdivision, each owner of a lot shall be required to submit to the Grantor two (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon, setting forth the general arrangements of the exterior of the structure, 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 detailing the location of the structure on the lot, including setbacks, driveway location, garage opening, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed and no materials shall be stored upon the premises by or on behalf of said owner or his agents, heirs, successors and assigns until the Grantor shall have approved said plans and specifications in writing. If the Grantor fails within thirty (30) days after receipt of said plans and specifications to either approve or reject said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Grantor within sixty (60) days following conveyance of title to said owner (or such extension of time as Grantor may, at its sole option extend) Grantor reserves and Grantee and each owner hereby acknowledge the right of Grantor, at its option, to repurchase the lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

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Each lot owner further acknowledges that in considering plans and specifications submitted, Grantor 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 improvement on the lot with reference to its effect upon the neighboring properties and the overall development of the subdivision, and acknowledges that the Grantor 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. Grantor will attempt to prevent the construction of houses with the identical front elevation from being located on lots adjacent on either side. Each lot owner further agrees that the Grantor shall not be responsible or liable to said 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 Grantor be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Approval of plans submitted to the Grantor is not intended and does not create any warranty (express or implied) by Grantor or its agents, officers or contractors, that any submissions, including, but not limited to, plans and specifications, are in any way satisfactory for the substantial completion of construction of the intended building, nor does the same in any way assure that such submissions comply with any applicable local or other governmental laws, codes or regulations, or will result in the required approval of appropriate governmental authorities or officers. The Grantor, nor its agents, officers or contractors shall have any liability for defects in the construction of any building arising as a result of the approval submissions, nor shall the Grantor, its agents, officers or

contractors have any liability for the failure of any lot owner to obtain all of the required governmental approvals and permits. By submitting documents, plans and specifications, each lot owner does waive and release any claims, costs, or demands against the Grantor, its agents, officers or contractors, as the same may arise or result from their respective review and/or approval of the submitted material and does hereby indemnify and hold said parties harmless from any such claim, cost, expense, including, but not limited to, attorney fees and costs of defense arising therefrom.

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Grantor in accordance herewith; provided, however, Grantor or a developer may perform any work upon the lots or do any excavation, construction, site work or tree removal for the purpose of improving the lots including, but not limited to, the construction of utility services to service the subdivision and other work deemed necessary or appropriate by the Grantor or a developer in completing the preparation of the subdivision for sale of single-family lots.

Within the easement areas and no build areas, if any, designated on the recorded plat of the subdivision, no structure, improvement, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said areas. The easement areas of each lot and all 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.

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(E) BUILDING LOCATION: Except as provided for herein, no building shall be located on any lot nearer to the lot line than the minimum building front, rear and side lines as shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. 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 any 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 lot for walks, drives, the planting of trees and shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable or grains of ordinary or field variety shall be grown on such portions of said lots, and no weeds, 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.

(F) TEMPORARY STRUCTURE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the premises at any time as a residence, either temporarily or permanently.

(G) MISCELLANEOUS STRUCTURES: Except as provided for herein, no building, trailer, garage, storage building or structure shall be placed upon any lot for storage or other purposes; provided, however, for the purpose of a sales office for the sale of lots and new homes, Grantor may permit temporary structures during the initial construction and sales period.

(H) SWIMMING POOLS: No above-ground pools shall be placed on any lot without the express written consent of Grantor, except it is not the intent of this provision to prohibit the installation of a hot tub or sauna that holds no more than eight (8) persons.

(I) ANIMALS: No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on the premises except that dogs, cats and other household pets may be kept for domestic purposes only, provided that they are not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals shall be erected or maintained on any lot.

(J) WASTE DISPOSAL: The premises shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and shall be kept out of view of the general public from the street and abutting properties. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(K) NO OUTDOOR CLOTHES DRYING: No clothes, sheets, blankets or any other articles shall be hung in the open on any lot and no outdoor clothes drying or airing facilities are permitted.

(L) VEHICLES NOT IN USE: No automobile or motor driven vehicle shall be left upon or in front of the premises for a period longer than seven (7) 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 premises and shall be removed therefrom.

(M) 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 automotive, bicycle, moped, motor boat and sailboat repair.

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(N) BOAT, TRAILER AND VEHICLE PARKING AND STORAGE: No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described herein.

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

(P) SIGNS: Other than subdivision entrance features approved by Grantor and street signs, no sign of any kind shall be displayed to the public view on the premises, except one temporary sign of not more than five (5) square feet advertising the premises for sale or rent, or signs used by a builder to advertise the premises during the construction and sales period.

(Q) ANTENNAS: Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot without the prior approval of Grantor or the homeowners' association referenced in Article 2 below, which approval may be withheld for any reason or no reason at all.

(R) GRADING AND DRAINAGE: Without the prior written consent of Grantor, 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, floodways or other drainage configuration.

(S) FENCING: Except as hereinafter set forth, no chain link, metal or plastic fencing shall be permitted upon any of the lots within the subdivision. No fencing shall be erected on any lot other than an all wood fence or a split rail fence which may have thin mesh wire backing, until the plans and specifications for such fence have been approved by Grantor pursuant to the provisions thereof. Notwithstanding the foregoing, fencing or entry features constructed by Grantor within the subdivision shall not be subject to the provisions of this Paragraph (S). Further notwithstanding the foregoing, fencing on Lots 3381 through 3383 shall be subject to the following provisions:

- (1) Said fencing shall be limited to white rail fencing of a style and material similar to fencing installed by the developer within the platted landscape easement along Powell Road and South Old State Road, except the height shall be thirty-six inches (36") and there shall be two horizontal rails. Said fencing may include thin wire mesh backing.
  - (2) Said fencing shall be located on (i.e., neither in front of nor behind) the western boundary of the landscape easement along the South Old State Road right-of-way.
  - (3) Said fencing shall be located on, and not inside, the side lot line of any of said lots.
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(4) Said fencing shall not extend closer to Sedona Court than a line parallel with said Sedona Court, and extending from the rear corner of the house on said lot to the nearest side lot line.

(T) SOIL: No soil shall be removed from the premises for any commercial purpose.

(U) TANKS: No tanks for the storage of fuel shall be placed on any lot except that this subparagraph shall not be intended to prohibit (i) the installation on any lot or lots of a propane tank system by a public utility or its subsidiary corporation, or (ii) propane tanks for use in outdoor gas grills.

(V) SIGHT-LINE LIMITATIONS: No fence, wall, hedge, tree or shrub which obstructs sight lines between the heights of two (2) and (6) feet shall be placed on any corner lot nearer than twenty-five (25) feet from the intersection of the centerlines of two streets or alleys, or so to obstruct the view of traffic approaching the intersection. The same sight-line limitations shall apply to plantings or structures near points where a driveway enters a street.

(W) STREET TREE: Grantor has determined that it is desirable to have uniform street trees which Grantor shall designate. Each lot owner by acceptance of a deed from Grantor for itself and its respective successors, heirs and assigns agrees to allow Grantor, or its agent, to designate such tree or trees. Each lot owner shall plant, care for and, if necessary, replace such tree or trees at the lot owner's expense with a like type of tree.

## ARTICLE II

(A) An easement is hereby reserved in favor of the Homeowners' Association as defined in Article II, paragraph (B), over and upon the areas identified on Exhibit "A" attached hereto, being a portion of Lots 3381, 3382 and 3383 of Oak Creek I Phase 6, for the purpose of landscaping (hereinafter referred to as the "Entry Easement Areas"). The Entry Easement Areas shall be maintained by the Lot Owners. The term "Entry Easement Area" is used for consistency with designated common landscape easement areas in other

sections of Oak Creek, and is not meant to imply that an entry to the subdivision exists across Lots 3381, 3382 and 3383.

An easement was granted, declared and reserved by a Limited Warranty Deed at Volume 0616, page 687 in favor of the Lot Owners over and upon a portion of Lots 3309 through 3319, 3343 through 3345, and 3357 of Oak Creek I Phase 5, for the purpose of landscaping and which is included within the term "Entry Easement Area" as described in the preceding paragraph. The easement shall run with the land and shall be binding on all future owners of Lots 3309 through 3319, 3343 through 3345, and 3357.

(B) HOMEOWNERS' ASSOCIATION: In order to provide for the operation, maintenance and landscaping of the entryway feature(s) and Landscape Easement Areas within the subdivision, to own, maintain and landscape Reserve "A" in Oak Creek, Phase 1, Reserve "B" in Oak Creek I, Phase 3, the Entry Easement Areas within Lots 3381, 3382 and 3383 in this section, and other reserves or common areas in other phases or sections of Oak Creek subdivision either north or south of Powell Road that may be added hereto at a later time (hereinafter collectively referred to as the "Reserves") and which may hereafter be conveyed to a homeowners' association (as hereinafter defined), to own, maintain and, if requested to do so, to transfer and convey Reserve "A" and/or Reserve "B" to the Olentangy Board of Education, and to provided for other matters of concern to the owners of lots within the subdivision, Grantor shall organize Oak Creek Homeowners' Association (the "Association"). The purpose of the Association shall be to operate, maintain and landscape the entryway feature(s) and Landscape Easement Areas within the subdivision; to maintain and landscape the Reserves; to own, maintain and, if requested to do so, to transfer and convey Reserve "A" and/or Reserve "B" to the Olentangy Board of Education; if necessary, to establish rules and regulations pertaining to the operation, maintenance and use of the entryway feature(s) and Landscape Easement Areas and the maintenance and landscaping of the Reserves; and to take other action as the Association is authorized to take pursuant to its Articles of Incorporation and By-laws or this Deed. The Association membership shall be comprised of the record owners of all lot owners in Oak Creek, including additional lots and phases or sections in said subdivision either north or south of Powell Road that may be added hereto at a later time in the sole discretion of Grantor. The owners of each lot shall have one (1) vote for each lot owned in all elections and in all matters requiring a vote as set forth herein or in the Articles of Incorporation or By-laws of the Association. Grantor shall be a member of the Association so long as it owns one or more of said lots. The actions of the Association shall be subject to the consent of sixty percent (60%) of the votes allotted herein, subject to the quorum provisions set forth in the Association's Articles of Incorporation or this Deed. Joint, common or other multiple ownership of any of the lots shall not entitle the owners thereof to more than the number of votes which would be authorized if such lot was held under one name.

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(C) ASSESSMENTS: Each owner of any lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association an annual assessment for Common Expenses (as hereinafter defined) and special assessments (as hereinafter provided). For the purposes hereof, the term "Common Expenses" shall mean the expenses and costs incurred by the Association in performing the rights, duties and obligations set forth herein and in its Articles of Incorporation or By-laws.

(1) Maximum Annual Assessment for Common Expenses:

(a) Initial Assessment: Except as provided in paragraph 4 below, from January 1, 1998, the annual Common Expense assessment per lot shall be Seventy-Five Dollars (\$75.00).

(b) Standard Increases: From and after January 1, 1999, the maximum annual assessment for Common Expenses as stated above may be increased

each year by the Association not more than fifteen percent (15%) above the maximum assessment for the previous year, unless by a vote of at least sixty percent (60%) of the total votes of all owners of lots, the owners shall agree upon an increase in the assessment above such amount.

(c) Special Increases: From and after January 1 of the year immediately following the conveyance by the Grantor of the first lot to an owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by paragraph (B)(1)(b) above by a vote of at least sixty percent (60%) of the total votes of all owners of lots present at a meeting duly called for this purpose.

(d) Duty of Association to Fix Amount: The Association may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in paragraph (B)(1) unless approved by at least sixty percent (60%) of the total votes of all owners of lots.

(2) Special Assessments for Capital Improvements: In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or major maintenance related to the entryway feature(s), Landscape Easement Areas or Reserves, provided that any such assessment shall have the assent of sixty percent (60%) of the total votes of all owners of lots at a meeting duly called for this purpose.

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

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(4) Date of Commencement of Annual Assessment; Due Date: The annual assessment for Common Expenses shall commence as to each lot on the date of the issuance of a Certificate of Occupancy by the applicable governmental authority for the residence constructed thereon. The annual assessment for Common Expenses and, if applicable, any special assessment, shall be prorated for the year in which the Certificate of Occupancy is issued through the end of that particular year. The proration shall be based on a 365-day year and the annual assessments determined by the Association for that particular year. Except as to the assessment for the year 1998, the Association shall fix the amount of the annual assessment for Common Expenses against each lot not later than December 1 of each calendar year for the following calendar year provided however if the Association fails to fix the amount of such assessment for any year, then the assessment in effect for the current year shall also be the assessment for the next year. Written notice of the annual assessment for Common Expenses shall be sent to every owner subject hereto. Unless otherwise established by the Association, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Association.

(5) Lien for Assessments: All sums assessed to any lot pursuant hereto, including those owned by the Grantor, together with interest and all costs and expenses of collection, including reasonable attorney fees, shall be secured by a continuing lien on such lot in favor of the Association.

(6) Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay same, or foreclosure the lien against the lot. No owner may waive or otherwise escape liability for the assessments

provided for herein by non-use of the entryway feature(s), Landscape Easement Areas, street lights, abandonment of the lot or Association property.

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

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

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(D) Easement Rights: Every owner of a lot shall have a right and nonexclusive easement of enjoyment in and to the Association owned property or other Association assets which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(1) The right of the Association from time to time in accordance with its By-laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the property and assets;

(2) The right of the Association to suspend the voting rights and right to use of the property and assets by an owner for any period during which any assessment levied under this Deed against such owner's lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(3) The right of the Association to otherwise deal with the property or assets as provided by its Articles of Incorporation.

Any owner may delegate, in accordance with the By-laws, the owner's right of enjoyment to the property or assets to the members of such owner's family, tenants, or contract purchasers provided the foregoing actually reside at the owner's lot. No damage to or waste of, Association property or any part thereof, shall be committed by any owner or any tenant or invitee of any owner. No noxious, destructive or offensive activity shall be permitted on or in the Association property or any part thereof, nor shall anything be done thereof which may be or may become an unreasonable annoyance or nuisance to any



other owner. No owner may erect any improvement or structure of any kind on the Association property without prior written approval of the Association.

### ARTICLE III

(A) TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, 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 then owners of the premises has been recorded and cross-referenced to this recorded Limited Warranty Deed, agreeing to change said covenants in whole or in part.

(B) ENFORCEMENT: Enforcement of these restrictions by any owner of any lot the subject of these restrictions may be by proceedings at law or in equity, or both, against any person or persons violating or attempting to violate any restrictions and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violations of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If any owner or owners of a lot in the subdivision prevail in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restriction, then such owner or owners shall also be entitled to recover their costs and expenses involved in such action or proceeding, including reasonable attorneys' fees. Acceptance of a deed to a lot or lots within the subdivision constitutes agreement with and consent to the provisions of this paragraph.

(C) SEVERABILITY: Each of the covenants contained herein are independent and separate and invalidation of any one of these restrictions by judgment or court order shall in no way affect any other restrictions, which restrictions shall remain in full force and effect.

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(D) GENDER: All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof as the identity of the person or persons or as the context or situation may require.

(E) AMENDMENT BY GRANTOR: Grantor reserves the right to amend or modify these restrictions by an Amendment to Restrictions if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes or at the written request of the city in which the subdivision is located. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required. So long as Grantor owns one (1) or more lots in the subdivision, Grantor shall have the right to grant variance(s) to these restrictions.

(F) GOVERNMENTAL REGULATIONS: Each building site is subject to all present and future applicable laws, ordinances, rules, regulations and orders of the United States Government, the State of Ohio, Delaware County, Orange Township, and any other political subdivision and any administrative agency of any of the foregoing. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rules, regulations and orders. In the event of any conflict between any such applicable laws, ordinances, rules, regulations and orders and these restrictions, the most restrictive provisions shall govern and control.

In the event all or a portion of the real property developed in conjunction with the subdivision shall be subdivided at any time or times, then these restrictions shall apply to each lot in such other subdivision developed in conjunction with this subdivision as constituted after such subdivision and if similar restrictions are imposed upon the lots in such other subdivision.

ACCEPTANCE: By accepting a deed to the premises, 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.

IN WITNESS WHEREOF, Oak Creek Associates, an Ohio joint venture, hereunto caused this instrument to be executed by all its joint venturers this 3rd day of ~~September~~, 1997.

October

Signed and acknowledged  
in the presence of:

OAK CREEK ASSOCIATES, an Ohio  
joint venture

By: BORROR REALTY COMPANY, an  
Ohio corporation, managing joint  
venturer

Christy L. Cain  
Printed: CHRISTY L. CAIN

By: Robert A. Meyer, Jr.  
Robert A. Meyer, Jr.  
Vice President

Patty G. Crocker  
Printed: PATY G. CROCKER

BY: M/I SCHOTTENSTEIN HOMES,  
INC., an Ohio corporation,  
joint venturer

Janis A. Eckstein  
Printed: JANIS A. ECKSTEIN

By: [Signature]  
Senior V.P. / General Counsel

Laura J. Elliott  
Printed: LAURA J. ELLIOTT

I hereby certify that the within  
named Grantor-Grantee has complied  
with Section 1777.02 of the Ohio  
Revised Code.

Kay E. Conklin, Recorder  
Delaware County, Ohio

By [Signature] Deputy

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 3rd day of ~~September~~ 1997, by Robert A. Meyer, Jr., Vice President of Borrer Realty Company, an Ohio corporation and managing joint venturer of Oak Creek Associates, an Ohio joint venture, on behalf of the corporation and joint venture.

October

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:



Crocker  
PATTY G. CROCKER  
Notary Public, State of Ohio  
My Commission Expires  
Feb. 26, 2000

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 1997, by Paul S. Coppel Senior V.P./General Counsel of M/I Schottenstein Homes, Inc., an Ohio corporation and joint venturer of Oak Creek Associates, an Ohio joint venture, on behalf of the corporation and joint venture.

Janis A. Eckstein  
Notary Public

This instrument prepared by:  
Robert A. Meyer, Jr., Esq.  
5501 Frantz Road  
Dublin, Ohio 43017



JANIS A. ECKSTEIN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JULY 27, 2002

