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 Two Thousand Two Hundred Ninety-four (2294) through Two Thousand Three Hundred Thirty-four (2334), inclusive, of OAK CREEK I PHASE 3, as the same are numbered and delineated on the recorded plat thereof of record in Plat Cabinet 1, Slides 467, 467A and 467B, Recorder's Office, Delaware County, Ohio (hereinafter referred to as "lot," "lots," "premises" or "subdivision").

Prior Instrument Reference: Deed Volume 558, page 246.

APPROVED FOR TRANSFER FRED L STULTS Delaware County Engineer

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 an 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.

(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.

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.

(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.

(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: 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).

(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) HOMEOWNERS' ASSOCIATION: In order to provide for the operation maintenance and landscaping of the entryway feature(s) within the subdivision, to own, maintain and landscape Reserve "A," Reserve "B" and other reserves 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) 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 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 alloted 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.

(B) 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, 1995, the annual Common Expense assessment per lot shall be Seventy-Five Dollars ($75.00).

(b) Standard Increases: From and after January 1, 1996, 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 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.

(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 1995, 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, 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.

(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.

(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.

(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.

ARTICLE IV

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 9th day of ~~October~~ November, 1995.

Signed and acknowledged
in the presence of:

Lora L. Stepp
Printed: Lora L. Stepp

Patty G. Cracker
Printed: Patty G. Cracker

Janis A. Eckstein
Printed: Janis A. Eckstein

Carolyn J. Rich
Printed: Carolyn J. Rich

OAK CREEK ASSOCIATES, an Ohio joint venture

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

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

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

By: Irving Schottenstein
Irving E. Schottenstein
President

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 Sheryl Conant Deputy

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 9th day of ~~October~~ November, 1995, by Robert A. Meyer, Jr., Vice President of Borror 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.

Patty G. Crocker
Notary Public

PATTY G. CROCKER
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Feb. 26, 2000

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 7th day of ~~October~~ November, 1995, by Irving E. Schottenstein, President 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

JANIS A. ECKSTEIN
Notary Public – State of Ohio
My Commission Expires 7-27-97

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

20145

DELAWARE COUNTY, OHIO
FILED FOR RECORD NOV 15 1995
2:00 O'CLOCK P M.
RECORDED DATE Nov. 20, 1995
Deed RECORD.
VOL. 596 PAGE 728

Kay E. Conklin
COUNTY RECORDER
FEE $ 46.00

Chicago Title

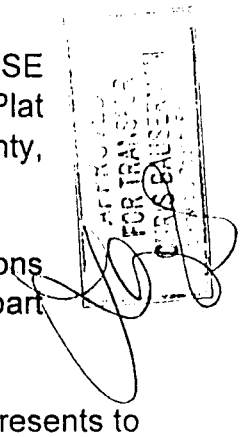
RAM/352

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that OAK CREEK ASSOCIATES, an Ohio joint venture, the Grantor, for valuable consideration paid, grants to OAK CREEK ASSOCIATION, INC., an Ohio not-for-profit corporation, 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, and being more particularly described as follows:

Being a 2.21 acre parcel known as Reserve "B" of OAK CREEK I, PHASE 3, as the same is delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slides 467, 467A and 467B Recorder's Office, Delaware County, Ohio.



Subject to all conditions, easements, liens, encumbrances, and restrictions of record, if any, which Grantee herein assumes and agrees to as part consideration for this conveyance.

IN WITNESS WHEREOF, the said Grantor has hereunto caused these presents to be executed by its duly authorized joint venturers this 19th day of September, 1996.

Signed and acknowledged
in the presence of:

Dana L Kennedy
Printed: Dana L. Kennedy

Patty G. Crocker
Printed: Patty G. Crocker

Janis A Eckstein
Printed: Janis A. Eckstein

Elizabeth McColeman
Printed: Elizabeth McColeman

OAK CREEK ASSOCIATES, an
Ohio joint venture

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

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

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

By: Paul S. Coppel
Paul S. Coppel
Senior Vice President / General Counsel

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 Sheryl Conant Deputy

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 19th day of September, 1996, by Robert A. Meyer, Jr., Vice President of Borror 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.

NOTARIAL SEAL

PATTY G. CROCKER
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Feb. 28, 2000

Patty G. Crocker
Notary Public

Delaware County
The Grantor has complied with
Section 319.202 of the R.C
Date 9-25-96 Transfer Tax Paid -0-
TRANSFERRED OR TRANSFER NOT NECESSARY

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STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 12th day of September, 1996, by Paul S. Coppel, Senior Vice President/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.
Borror Corporation
5501 Frantz Road
Dublin, Ohio 43017

NOTARIAL SEAL STATE OF OHIO

JANIS A. ECKSTEIN
Notary Public – State of Ohio
My Commission Expires 7-27-97

20300

DELAWARE COUNTY, OHIO
FILED FOR RECORD SEP 25 1996
2:04 O'CLOCK P M.
RECORDED DATE Oct. 8, 1996
Deed RECORD
VOL. 611 PAGE 293

Kay E. Conklin
COUNTY RECORDER
FEE $ 14.00

Chicago Title