

**DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS AND ASSESSMENT LIENS
FOR
NORTH ORANGE RESIDENTIAL SUBDIVISION**

This is a declaration of covenants, easements, restrictions and assessment liens made this 14th day of June, 2002 by North Orange Land, LLC, an Ohio limited liability company (hereinafter referred to as "Declarant").

Background

A. Declarant is the owner in fee simple of certain real estate more particularly described on the attached Exhibit "A" which is incorporated herein by reference, situated in the Township of Orange, County of Delaware and State of Ohio and

Being Lots 5470 and 5471 of Section 2, Phase 1 of North Orange Subdivision, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 2, Slide 752, Recorder's Office, Delaware County, Ohio (the "Section 2, Phase 1 Plat") and Lots 5526 through 5573, inclusive, of Section 3, Phase 1 of North Orange Subdivision, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 2, Slides 754, 754A, 754B, and 754C, Recorder's Office, Delaware County, Ohio (the "Section 3, Phase 1 Plat").

B. Declarant intends during the course of development of the real estate described in Paragraph A, which is hereafter referred to as North Orange Subdivision to construct and develop certain Common Improvements for the benefit of Declarant as well as owners of all of the Lots (defined below) in North Orange Subdivision.

C. Declarant desires to create a plan of restrictions, easements and covenants concerning the Lots in North Orange Subdivision and to retain in Declarant plan approval of the dwelling units and other Improvements (defined below) to be constructed on the Lots in North Orange Subdivision and the easements and covenants shall also relate to overall development for the benefit of and to



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 DELAWARE COUNTY, OHIO
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WILLIAMS & STROHM
 TWO MIRANOVA PLACE
 COLUMBUS, OH 43215

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 DELAWARE COUNTY, OHIO
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~~WILLIAMS & STROHM
 AUDITOR~~

**CODE OF REGULATIONS OF
 NORTH ORANGE HOMEOWNERS' ASSOCIATION, INC.**

Auditor's Certificate

This is to certify that a copy of this Code of Regulations of North Orange Homeowners' Association, Inc., has been filed with the Auditor of Delaware County, Ohio, this 26 day of July, 2012.

AUDITOR OF DELAWARE COUNTY, OHIO

George Kauter
R. Wharton

By:

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS IN VOL. 0211, Page 0201 AND VOL.0565, Page 2435, OF THE DELAWARE COUNTY RECORDS.

 This Instrument was recorded by Amy M. Milam, Esq., Williams & Strohm, LLC, Attorneys at Law, Two Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

CODE OF REGULATIONS
OF
NORTH ORANGE HOMEOWNERS' ASSOCIATION, INC.

Adopted: _____, 2002

CODE OF REGULATIONS
OF
NORTH ORANGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Identity

Section 1. Name. The name of the corporation is NORTH ORANGE HOMEOWNERS' ASSOCIATION, INC. ("NORTH ORANGE HOMEOWNERS' ASSOCIATION").

Section 2. Principal Office. Initially, the principal office of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be 110-B Northwoods Blvd., Columbus, Ohio 43235.

Section 3. Adoption. This Code of Regulations ("Code") has been adopted as the code of regulations of NORTH ORANGE HOMEOWNERS' ASSOCIATION in accordance with the DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS FOR NORTH ORANGE SUBDIVISION SECTION 1, PHASE 2 AND SECTION 3, PHASE 1, as such Declaration was recorded _____, 2002, at Official Record Volume _____, Pages _____, Instrument Number _____, Delaware County, Ohio Recorder's Office, as the same may be amended from time to time ("Declaration").

Section 4. Definitions. The terms used in the Code shall have the same meanings as that ascribed to them in the Declaration.

ARTICLE II

**Powers and Duties of North Orange Homeowners' Association
and the Exercise Thereof**

NORTH ORANGE HOMEOWNERS' ASSOCIATION shall have all powers granted to it by common law, the Ohio Revised Code, the Declaration, the Articles of Incorporation, and the Code, all of which shall be exercised by the Board of Trustees of NORTH ORANGE HOMEOWNERS' ASSOCIATION ("Board") unless the exercise thereof is otherwise restricted in the Declaration or by law.

ARTICLE III

Membership

There shall be one membership in NORTH ORANGE HOMEOWNERS' ASSOCIATION for each Lot. Declarant shall hold a separate membership for each Lot owned by Declarant. Each Member shall have one vote for each Lot owned. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CODE OF REGULATIONS, ALL VOTING POWER OF THIS ASSOCIATION SHALL BE EXERCISED BY THE DECLARANT UNTIL SUCH TIME AS DECLARANT VOLUNTARILY RELINQUISHES SUCH VOTING CONTROL (THE "TURNOVER DATE").**

ARTICLE IV

Meetings of Members

Section 1. Date and Place of Meetings. Meetings of the Members shall be held on the date and at the place designated by the Board.

Section 2. Annual Meetings of Members. There shall be no annual meetings of the Members until the number of Board members is increased to seven. Thereafter, an annual meeting of the Members shall be held each year to elect the members of the Board which the Members are entitled to elect and to conduct such other business as may be properly brought before the meeting.

Section 3. Special Meetings. The president of NORTH ORANGE HOMEOWNERS' ASSOCIATION may call special meetings of the Members. In addition, it shall be the duty of the president to call a special meeting of the Members if so directed by resolution of a majority of the Board. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Special meetings of the Members shall be governed by 1702 of the Ohio Revised Code.

Section 4. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the president or the secretary.

If mailed, the notice of a meeting shall be deemed to be delivered three days after posting when deposited in the United States mail addressed to the Member at his address as it appears on the records of NORTH ORANGE HOMEOWNERS' ASSOCIATION.

Section 5. Quorum. Except as otherwise provided in the Code or in the Declaration, the presence in person or by proxy of a Member or Members representing a majority of the Lots shall constitute a quorum at all meetings of the Members.

Section 6. Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those Members in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Section 7. Vote Required. When a quorum is present at any meeting, a majority of the votes present whether in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, the Code, or any applicable statute provides otherwise.

Section 8. Proxies. Members may vote by proxy. The Board will determine the form and procedure for the use of proxies.

Section 9. Conduct of Meetings. The president shall preside over all meetings of the Members and the secretary shall keep the minutes of such meetings and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 10. Action Without a Meeting. Any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a Member or the Members representing a majority of the Lots.

ARTICLE V

Election of Board of Trustees

Section 1. Number of Trustees. The governance and administration of the affairs of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be vested in a Board. The number of trustees of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be not less than three nor more than seven. The initial Board shall consist of the three persons named in the Articles of Incorporation.

Section 2. Election or Appointment of Trustees. Declarant shall designate all of the members of the Board. Prior to the Turnover Date established by Declarant, in Declarant's sole and absolute discretion, the Board of Trustees may be increased to seven members. Four of those

seven members will be appointed by the Declarant and three members will be elected by the Members. The three members elected by the Members will serve one year terms or until the Turnover Date, whichever is sooner. After the Turnover Date, the entire Board shall be deemed to be removed, and the Members shall elect the successors. Thereafter, only the Members shall elect the members of the Board.

At the first meeting of the Members after the Turnover Date, the Board shall be increased to seven members, and three of such trustees shall be designated to serve for three year terms and until their successors are elected, three of such trustees shall be designated to serve for two year terms and until their successors are elected and three of such trustees shall be designated to serve for one year terms and until their successors are elected. At each annual meeting of Members thereafter, the Members will elect three trustees for three-year terms and until their successors are elected. There shall be no cumulative voting for trustees.

Section 3. Qualifications for Election. Except with respect to trustees appointed by Declarant, all trustees shall be Members.

Section 4. Nomination of Trustees. Except with respect to the trustees selected by the Declarant, candidates for election to the Board shall be those Members who are nominated by the Members in a petition signed by one or more of the Members and filed with the secretary at least 10 days prior to the annual meeting. The names of any such nominees, after having been certified by the secretary or any other officer that they are qualified for election and have been nominated, shall be included in any proxy mailing to the Members.

The names of any such nominees, after having been certified by the secretary or any other officer that they are qualified for election and have been nominated in accordance with the provisions of the Code, shall be included in any proxy mailing to the Members.

Section 5. Removal of Trustees and Vacancies. Any trustee appointed by Declarant may only be removed by Declarant. Any trustee elected by the Members may be removed, with or without cause, by the vote of the Members holding a majority of the Lots. Upon removal of a trustee, a successor shall be elected by the party entitled to elect or appoint the trustee so removed to fill the vacancy for the remainder of the term of such trustee.

Any trustee who has three consecutive unexcused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment or other charge due NORTH ORANGE HOMEOWNERS' ASSOCIATION for more than 30 days may be removed by a majority of the trustees present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining trustees. In the event of the death, disability, or resignation of a trustee, a successor shall be elected by the party entitled to elect or appoint such trustee to fill the vacancy for the remainder of the term of such trustee.

Section 6. Compensation. No trustee shall receive a salary or any other compensation whatsoever from NORTH ORANGE HOMEOWNERS' ASSOCIATION for acting as such, but

shall be entitled to be reimbursed for expenses reasonably incurred on behalf of NORTH ORANGE HOMEOWNERS' ASSOCIATION.

Section 7. Fiduciary Duty. The trustees appointed by Declarant shall have a fiduciary duty solely to Declarant and will act solely on behalf of Declarant. The trustees elected by the Members shall have a fiduciary duty to all Members and will act solely on their behalf.

ARTICLE VI

Meetings of the Board

Section 1. Annual Meeting. The annual meeting of the Board shall follow immediately after each annual Members' meeting.

Section 2. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the trustees, but commencing with the Turnover Date, at least four regular meetings shall be held during each fiscal year with at least one per quarter, provided that the annual meeting shall constitute a regular meeting. Notice of the time and place of the meeting shall be communicated to the trustees not less than 14 days prior to the meeting.

Section 3. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president of NORTH ORANGE HOMEOWNERS' ASSOCIATION or by a majority of trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each trustee by personal delivery, first class mail, or telephone at last 14 days prior to the date of the meeting, unless the special business is of a nature which requires immediate action, in the reasonable judgment of the party calling the meeting, and then 24 hours notice shall be deemed sufficient.

Section 4. Waiver of Notice. Any meeting of the Board however called and noticed or wherever held, shall be as valid as when taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. Notice of a meeting shall also be deemed given to any trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of the Board. At all meetings of the Board, a majority of the trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the trustees present at a meeting at which a quorum is present shall constitute the decision of the Board. If any meeting of the Board cannot be held because a quorum is not present, a majority of the trustees who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. At the reconvened meeting,

if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 7. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a trustee and granted by the president. In such case, the president may limit the time any Member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board and reconvene in executive session, excluding Members, when such action is necessary in the reasonable judgment of the president.

Section 8. Telephone Meeting. Any regular or special meeting of the Board may be held by telephone conference, at which each participating trustee can hear and be heard by all other participating trustees.

Section 9. Action Without a Meeting. Any action to be taken at a meeting of the trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the trustees, and such consent shall have the same force and effect as a unanimous vote.

ARTICLE VII

Officers

Section 1. Officers. The officers of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall consist of a president, vice president, secretary, and treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. Election, Term of Office, and Vacancies. The initial officers of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be designated by the Board by an action in writing without meeting. Thereafter, the officers of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be elected annually by the Board at the first meeting of the Board during each fiscal year of NORTH ORANGE HOMEOWNERS' ASSOCIATION. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board at the sole discretion of the Board.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VIII

Duties of Officers

The officers of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties which, from time to time, may specifically be conferred or imposed by the Board.

Section 1. President. The president shall be the chief executive officer of NORTH ORANGE HOMEOWNERS' ASSOCIATION and shall:

- (a) Act as presiding officer at all meetings of the Members and of the Board.
- (b) Call special meetings of the Members and of the Board.
- (c) Sign, with the secretary or treasurer if the Board so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of NORTH ORANGE HOMEOWNERS' ASSOCIATION, except those which the Board specifies may be signed by other persons.
- (d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board are carried out.

Section 2. Vice President. The vice president, in the absence or disability of the president, shall execute the powers and perform the duties of the president. The vice president also shall assist the president generally, and exercise other powers and perform other duties as shall be prescribed by the trustees.

Section 3. Secretary. The secretary shall have the following duties and responsibilities:

- (a) Attend all regular and special meetings of the Members and the Board and keep all records and minutes of proceedings thereof or cause the same to be done.
- (b) Have custody of the corporate seal, if any, and affix the same when necessary or required.

(c) Attend to all correspondence on behalf of the Board, prepare and serve notice of meetings, and keep membership books.

(d) Have custody of the minute book of the meetings of the Board and Members and act as agent for the transfer of the corporate books.

Section 4. Treasurer. The treasurer shall:

(a) Receive monies as shall be paid into his hands for the account of NORTH ORANGE HOMEOWNERS' ASSOCIATION and disburse funds as may be ordered by the Board, taking proper vouchers for disbursements, and be custodian of all contracts, leases, and other important documents of NORTH ORANGE HOMEOWNERS' ASSOCIATION which he shall keep safely deposited.

(b) Supervise the keeping of accounts of all financial transactions of NORTH ORANGE HOMEOWNERS' ASSOCIATION in books belonging to NORTH ORANGE HOMEOWNERS' ASSOCIATION, and deliver the books to his successor. He shall prepare and distribute to all members of the Board prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of NORTH ORANGE HOMEOWNERS' ASSOCIATION from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting, and make all reports required by law.

(c) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by NORTH ORANGE HOMEOWNERS' ASSOCIATION. In the event NORTH ORANGE HOMEOWNERS' ASSOCIATION enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the Manager as is deemed appropriate by the Board.

ARTICLE IX

Discipline

Section 1. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute an automatic and continuing lien upon the Lot of the violating Member, as provided in the Declaration. In addition, the Board shall have the right to suspend a Member's right to use NORTH ORANGE HOMEOWNERS' ASSOCIATION Properties and to preclude contractors, subcontractors, agents, and other invitees of a Member from NORTH ORANGE for violation of any restriction imposed under the Declaration; provided that nothing herein shall authorize NORTH ORANGE HOMEOWNERS' ASSOCIATION or the Board to limit a Member's ingress and egress to or from the Member's Lot. The failure of the Board to enforce any provision of the Declaration shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the accused with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request to the Board for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within 10 days of the notice.

Section 3. Hearing. If a hearing is requested within the allotted 10 day period, the hearing shall be held in an executive session of the Board at the next regularly scheduled meeting or at a special meeting affording the accused a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, trustee, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or its delegate may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within that 10-day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person.

Section 4. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, NORTH ORANGE HOMEOWNERS' ASSOCIATION may elect to enforce any provisions of the Declaration by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys, fees actually incurred by NORTH ORANGE HOMEOWNERS' ASSOCIATION.

ARTICLE X

Fiscal Management

Section 1. Fiscal Year. The fiscal year of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall commence upon the first day of January and conclude on the thirty-first day of December.

Section 2. Depositories. The funds of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be deposited in such accounts as may be selected by the Board, including checking and savings accounts in one or more banks and/or savings and loan associations, certificates of deposit, U.S. Treasury Bills, and money market accounts with an investment firm

or firms, all in accordance with resolutions approved by the Board. The funds shall be used only for lawful purposes of NORTH ORANGE HOMEOWNERS' ASSOCIATION.

Section 3. Expenses. The receipts and expenditures of NORTH ORANGE HOMEOWNERS' ASSOCIATION may be credited and charged to accounts as the Board may determine in accordance with good accounting practices as set forth in Section 4 below.

Section 4. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the Manager from vendors, independent contractors, or others providing goods or services to NORTH ORANGE HOMEOWNERS' ASSOCIATION, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(e) any financial or other interest which the Manager may have in any firm providing goods or services to NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be disclosed promptly to the Board;

(f) commencing at the end of the month in which the first Lot is sold, financial reports shall be prepared for NORTH ORANGE HOMEOWNERS' ASSOCIATION at least annually containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iii) a balance sheet as of the last day of the preceding period; and

(iv) a delinquency report listing all Members who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (an Assessment or any installment thereof shall be considered to be delinquent 30 days after the date due unless otherwise determined by the Board);

(g) an annual report consisting of at least the following shall be distributed to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year.

Section 5. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of NORTH ORANGE HOMEOWNERS' ASSOCIATION shall be executed by the president and secretary or by such other person or persons as may be designated by resolution of the Board.

Section 6. Books and Records.

(a) Inspection by Members and Mortgages. The Declaration, Articles of Incorporation, Code, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member or Mortgagee or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member or Mortgagee at the office of NORTH ORANGE HOMEOWNERS' ASSOCIATION or at such other place within NORTH ORANGE subdivision as the Board shall prescribe. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the names and addresses of the Members, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Notwithstanding the foregoing, records concerning the status of accounts payable with respect to a Lot shall only be made available to the Owner or Mortgagee of that Lot. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Trustees. Every trustee shall have the absolute right at any reasonable time, to inspect all books, records, and documents of NORTH ORANGE HOMEOWNERS' ASSOCIATION and NORTH ORANGE HOMEOWNERS' ASSOCIATION Properties. The right of inspection by a trustee includes the right to make extracts and a copy of relevant documents at the expense of NORTH ORANGE HOMEOWNERS' ASSOCIATION.

Section 7. Insurance. NORTH ORANGE HOMEOWNERS' ASSOCIATION shall procure, maintain, and keep in full force and effect, insurance as may be required by the

Declaration to protect the interests of NORTH ORANGE HOMEOWNERS' ASSOCIATION and the Members.

ARTICLE XI

Miscellaneous

Section 1. Parliamentary Rules. Robert's Rules of Order then in effect shall govern the conduct of Vista Point Community Association proceedings when not in conflict with Chapter 1702 of the Ohio Revised Code, the Articles of Incorporation, the Declaration, or the Code.

Section 2. Construction. If there are conflicts between the provisions of Chapter 1702 of the Ohio Revised Code, the Articles of Incorporation, the Declaration, and/or the Code, the provisions of Chapter 1702 of the Ohio Revised Code, the Declaration, the Articles of Incorporation, and the Code (in that order) shall prevail.

Section 3. Validity. If any rule or regulation is adjudicated to be invalid, such fact shall not affect the validity of any other rule or regulation.

Section 4. Notices. Unless otherwise provided in the Code, all notices, demands, bills, statements, or other communications under the Code shall be in writing and shall be deemed to have been duly given if delivered personally or three days after posting if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to NORTH ORANGE HOMEOWNERS' ASSOCIATION or the Board at the principal office of NORTH ORANGE HOMEOWNERS' ASSOCIATION or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 5. Amendments. Until the Turnover Date, Declarant, and only Declarant, may amend the Code in its sole and absolute discretion. After the Turnover Date, Declarant may amend the Code in its sole and absolute discretion at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lot; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided that any such amendment shall not have a materially adverse effect

on the title to any Lot unless the Owner thereof shall consent thereto in writing. Any amendment not initiated by Declarant may be made only with the written consent of Declarant and with the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing 67% of the Lots. However, the percentage of votes or consents necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes or consents required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

AMENDMENT OF CODE OF REGULATIONS

This Amendment of the Code of Regulations of North Orange Homeowners' Association, Inc., an Ohio not-for-profit corporation ("Amendment") is made effective this 1ST day of JANUARY, 2005.

Background Information

1. On or about August 22, 2002, the Articles of Incorporation of North Orange Homeowners' Association, Inc., an Ohio not-for-profit corporation ("NOH") were filed with the Ohio Secretary of State.
2. At the time of incorporation, the incorporator adopted the Code of Regulations of NOH ("Code").
3. Pursuant to the Code, North Orange Land, LLC, an Ohio limited liability company ("Declarant") retained all voting power of NOH until the date Declarant voluntarily relinquished voting control. Declarant has not yet relinquished voting control.
4. Consistent with the Authority of Declarant reserved in Article XI of the Code, Declarant desires to amend the Code of Regulations as herein provided.

Statement of Amendment

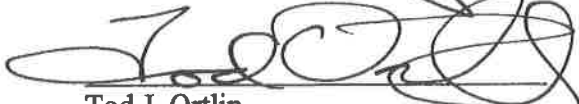
1. Amendment of Article III. Article III of the Code is hereby deleted in its entirety and replaced with the following:

"Section 1. Composition. There shall be one membership in North Orange Homeowner's Association for each lot and each fee-simple owner of any residential condominium property in the condominium project commonly known as "SLATE CREEK," to be constructed on the real property more particularly described on the attached Exhibit A ("Condo Land"). Declarant shall hold a separate membership for each lot owned by Declarant. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CODE OF REGULATIONS, ALL VOTING POWER SHALL BE EXERCISED BY DECLARANT UNTIL SUCH TIME AS DECLARANT VOLUNTARILY RELINQUISHES SUCH VOTING CONTROL (THE "TURNOVER DATE")."**

Board of Trustees

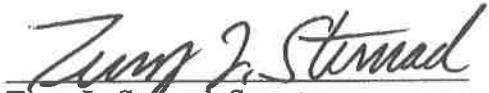

Terry L. Sternad


Jay S. Ortlip


Tod J. Ortlip

NORTH ORANGE LAND, LLC

By: PLANNED COMMUNITES, INC.,
its Managing Member

By: 
Terry L. Sternad, Secretary

NORTH ORANGE HOMEOWNERS' ASSOCIATION, INC.

Actions by Trustees

Date: 8/19/02

The undersigned, being all of the trustees of NORTH ORANGE HOMEOWNER'S ASSOCIATION, INC., an Ohio nonprofit corporation (the "Company"), hereby approve and adopt the following resolutions pursuant to §1702.25, Ohio Revised Code, as of the date set forth above.

Ratification of Actions of Incorporator

RESOLVED, that all actions taken, all things done, and all expenditures made by the incorporator of the Company in connection with its incorporation and organization are hereby adopted, ratified, and confirmed.

Election of Officers

RESOLVED, that the following persons are hereby elected to the offices set forth opposite their respective names to serve until their successors are duly elected and qualified:

<u>Jack Brickner</u>	President,
<u>Dave Elder</u>	Vice-President,
<u>Maria Patterson</u>	Treasurer, and Secretary

Costs, Expenses, and Charges Incident to Organization

RESOLVED, that the treasurer of the Company hereby is authorized to pay or reimburse any person who has paid any costs, expenses, or other charges incident to and arising out of the incorporation and organization of the Company.

Designation of Depositaries

RESOLVED, that the president of the Company hereby is authorized on behalf of the Company from time to time, in his discretion, to: (a) designate any bank or banks wherever located (hereinafter called, whether one or more, the "Bank") as a depository for the funds of the Company and to open a checking account or accounts (of any kind) with the Bank in the name of the Company; (b) by notice to the Bank authorizing from time to time any one or more officers (including himself), employees, or other agents of the Company, jointly or severally, to withdraw funds deposited with the Bank to the credit of the Company by signing or endorsing checks in the name of the Company; and (c) by notice to the Bank revoking the foregoing authority of any person theretofore conferred upon him by the president of the Company or by specific action of the board of trustees.

RESOLVED, further, that the authority conferred by the president of the Company pursuant to the foregoing resolution upon any person is conferred upon such person irrespective of what office, if any, he may now or hereafter hold in the Company, and as between the Company and the Bank, the authority thereby conferred upon such person

shall continue in full force and effect until written notice of the modification or rescission thereof, signed by an officer of the Company, shall have been delivered to the Bank.


RESOLVED, further, that no printed language contained in any "signature card(s)" whereon the specimen of the signature of any person so authorized by the president of the Company that may be furnished or certified to the Bank shall or may in any way enlarge the authority conferred upon such person, or confer such authority to any other person.

RESOLVED, further, that the secretary of the Company hereby is authorized to furnish a certified copy of these resolutions to the Bank.

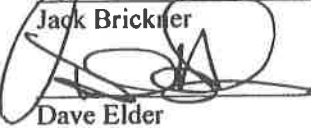
RESOLVED, finally, that these resolutions shall remain in full force and effect until expressly modified or rescinded by action of the board of trustees of the Company.

**Governmental, Tax and Insurance
Applications, Reports and Return**


RESOLVED, that the treasurer of the Company hereby is authorized and directed on behalf of the Company to make application for a federal tax identification number; to make application for tax exempt status pursuant to §528 of the Internal Revenue Code of 1986, as amended; to review the employment status of the Company and determine whether or not application should be made for coverage under the Unemployment Compensation and Workers' Compensation Laws of Ohio and to make application if so required; to arrange for the granting or transfer to the Company of all licenses and permits required for its business operations; to file the initial personal property tax return, if any, required by §5711.03, Ohio Revised Code; and to make appropriate arrangements for fire and extended coverage insurance and public liability insurance on behalf of the Company.



Jack Brickner



Dave Elder



Maria Patterson

**AMENDMENT TO THE CODE OF REGULATIONS OF NORTH ORANGE
HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to the authority granted to the Declarant to amend the Code of Regulations as set forth in Article XI, Section 5., of the Code of Regulations (Code) for North Orange Homeowners' Association, Inc., Declarant North Orange Land, LLC hereby promulgates the following Amendment to the Code of Regulations for the purpose of clarifying certain provisions for title purposes and for the purpose of satisfying governmental lender requirements.

Therefore, by the power granted the Declarant under said provisions of the Code of Regulations, effective this 15th day of January, 2008, the following provisions of the Code are amended as follows:

1. Article IV, Section 2., Annual Meetings of Members, is amended so that the first sentence of the section reads as follows:

"There shall be no annual meetings of the Members until after the Turnover Date when the number of Board members shall be increased to five as set forth in Article V, Section 2."
2. Article IV, Section 5., Quorum, shall be amended to read as follows:

"Except as otherwise provided in the Code or in the Declaration, the presence in person, by absentee ballot, or by proxy of a Member or Members representing 10% of the Lots along with a majority of the then sitting Board members (if a Board is then constituted) shall be a quorum at all meetings of the Members."
3. Article IV, Section 7., Vote Required, shall be amended to read as follows:

"When a quorum is present at any meeting, a majority of the votes present, whether in person, by absentee ballot, or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, the Code, or any applicable statute provides otherwise."
4. Article IV, Section 8., Proxies, shall be re-titled as "Proxies and Absentee Ballots" and shall be amended to read as follows:

"In addition to voting in person, Members may vote by proxy or absentee ballot. The Board shall determine the form and procedure for the use of proxies and absentee ballots."
5. Article V, Section 1., Number of Trustees, shall be amended to change the word "seven" to the word "five" in the first sentence of the section.
6. The second full paragraph of Article V, Section 2., Election or Appointment of

Trustees, shall be amended to read as follows:

“At the first meeting of the Members after the Turnover Date, the Board shall be increased to five members, and each Board Member shall serve a staggered three year term. Thus, initially, one member shall have a one year term, and two members shall have two year terms, and two members shall have three year terms, and thereafter, their successors shall serve for three years. All members of the Board shall serve until their successors are elected. There shall be no cumulative voting for trustees.”

7. Article VII, Section 1., Officers, shall be amended to add the following sentence to the end of the section:

“Officers of the Board shall be elected within 30 days of the annual meeting of Members.”

North Orange Land, LLC

By: Planned Communities Inc., its Managing
Member

By: 
JACK BRICKER

The foregoing Code of Regulations is to the best of my knowledge a true and accurate copy of the Code of Regulations as contained in the records of the Association.

IN WITNESS WHEREOF, the President and Vice President of North Orange Homeowners' Association, Inc., have hereunto set their hands this 15 day of July, 2012.



President

ROBERT J. STEELE

Printed



Vice President

Jon Wisler

Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF Delaware ss:

Before me, a Notary Public, personally appeared the above-named Robert J. Steele
and Jon Wisler, President and Vice President respectively and swore the signing
hereof to be of their own free and voluntary act and that the same is true this 15th day
of July, 2012.



NOTARY PUBLIC



SHERRI L. RONNEBAUM, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

protect the interest of the public, Declarant, each Lot Owner, and their respective heirs, successors and assigns.

**COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS**

NOW, THEREFORE, Declarant hereby declares that the Lots (as defined below) 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 title to, the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, the Trustees of Orange Township, each Lot Owner in the Subdivision (defined below), the respective heirs, successors and assigns of each Lot Owner, and the North Orange Homeowners' Association, an Ohio not-for-profit corporation, whose members shall be all Lot Owners of the Subdivision formed to maintain and administer certain Common Improvements which have been, or will be, transferred to them by Declarant, its successors and assigns, and administer and enforce the covenants created hereunder.

**ARTICLE I
DEFINITIONS**

As used herein, the following terms shall have the following definitions:

Section 1. "**Association**" shall mean North Orange Homeowners' Association, an Ohio not-for-profit corporation, its successors and assigns.

Section 2. "**Common Area**" shall mean all real property, now or hereafter acquired by Declarant or Association for the common use and enjoyment of all Lot Owners.

Section 3. "**Common Improvements**" shall mean those areas owned by the Association, or designated by the Developer, which the Association and its respective Lot Owners are required to construct, maintain and administer, including private streets, fences, landscaped and preservation areas, street islands, entrance walls, gate houses, bicycle and walking paths, common open spaces,

streams, ponds, and other improvements owned, maintained or administered by the Association or which are designated by the Developer or government authorities as the responsibility of the Association, or Lot Owners.

Section 4. **"Declarant" or "Developer"** shall mean North Orange Land, LLC, its successors and assigns.

Section 5. **"Improvement"** shall mean any change of any kind in any Lot or Common Area and anything located thereon.

Section 6. **"Lot"** shall mean any Lot described in Background Paragraph A, together with any lot subsequently added to the Subdivision in accordance with the provision of Article V, Section 8 hereof.

Section 7. **"Owner" or "Lot Owner"** shall mean the holder of record title to the fee simple interest in any Lot, whether or not such title holder actually resides on or in any part of the Subdivision, his or her heirs, successors and assigns.

Section 8. **"Plat"** shall mean the Section 2, Phase 1 Plat, the Section 3, Phase 1 Plat and any other recorded plat for such area as may be subsequently added to the Subdivision in accordance with the provision of Article V, Section 8 hereof.

Section 9. **"Restrictions"** shall mean these covenants, restrictions, conditions and assessments together with all of the provisions contained herein as they now appear or as they may hereafter be amended.

Section 10. **"Subdivision"** shall mean North Orange Subdivision in Orange Township, Delaware County, Ohio, and such additional areas as may be added in accordance with Article V, Section 8 hereof.

ARTICLE II ARCHITECTURAL CONTROL

Section 1. **Approval Required.** No Improvements or change of any kind, including without limitation any:

- (a) building, construction, placement of or addition to or alteration of any structure (whether temporary or permanent);
- (b) changes in color, material finish, or appearance of any improvement;
- (c) excavation, alteration of grade;
- (d) landscaping, tree or shrubbery removal or plantings, or landscaping plan;
- (e) construction, placement of or addition to or alteration of any:
 - i. fencing, walls, screening;
 - ii. walkways, driveways, parking area;
 - iii. patio, deck, porch;
 - iv. swimming pool, hot tub, spa;
 - v. children's recreational equipment or structures (including treehouses, playhouses, basketball hoops, and playground equipment);
 - vi. tennis court or other athletic facility; or
 - vii. flag pole, exterior lighting, ornamentation, or sign; or
- (f) any other change which in any way alters the exterior appearance of the Lot from its theretofore natural or improved

state, including a change, alteration or other modification of any of the foregoing previously approved hereunder

shall be commenced or permitted to remain on any Lot or Common Area unless such Improvement or change has the prior written approval of the Developer. No excavation shall be made, no construction begun and no materials shall be stored on the Lot until receipt of written approval from the Developer.

Section 2. **Method to Request Approval.** All approvals shall be requested by submission to the Developer of one copy of the plans and specifications, showing the following:

- (a) The arrangement of the exterior of the residential structure including:
 - (i) color and texture of building materials;
 - (ii) type and character of all windows, doors and exterior lighting fixtures;
 - (iii) type and character of chimneys;
 - (iv) location of the structure and orientation of the structure to the topography;
- (b) Existing and proposed land contours and grades;
- (c) All buildings and other Improvements including walkways, access drives and parking areas, and other improved areas, and the locations thereof on the site, existing or proposed;
- (d) All landscaping, including existing and proposed tree locations and planting areas, mail box locations, and exterior ornamentation;
- (e) Exterior lighting plans;

- (f) Plans and specifications for all outdoor recreational and play areas, including swimming pools, childrens recreational equipment or structures, spa, tennis courts, or other athletic facilities;
- (g) Plans and specifications for walls, fencing, and screening;
- (h) Plans and specifications for patios, decks, and porches or any other exterior changes or Improvements; and
- (i) Such additional information, data, specifications and drawings as may be reasonably requested by the Developer.

Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacturers thereof, and shall otherwise be prepared according to standards established from time to time by the Developer.

Section 3. **Basis of Approval.** Approval shall be based, among other things, upon conformity and harmony of the proposed plans and specifications with the design and quality of the Subdivision, other structures in the Subdivision and neighboring property as to external design, appearance and type of construction, materials, colors, setting, height, grade, finished grade elevation, and landscaping and tree removal; and conformity of the plans and specifications to the purpose and general intent of this Declaration.

Section 4. **Building Actions.** If Developer disapproves the plans and specifications the Owner may revise and resubmit the plans and specifications until approval is received. The actions of the Developer through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding.

Section 5. **No Liability.** Neither the Developer nor any agent or employee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, nonfeasance or misfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of

them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom or any other effect on other Lots and Owners in the Subdivision or elsewhere. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer to recover any damages or to require the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance with these restrictions.

Section 6. **No Reliance**. No Lot Owner may rely upon the submission and/or approval of any such plans or the buildings or structures described therein, or upon the Developer, to maintain the quality of, or a design plan for, the Subdivision.

Section 7. **Requirement of Completion; Notice of Completion, Non-completion or Non-compliance**. An Owner shall cause any Improvement to be diligently pursued to completion within eighteen (18) months after the date construction is commenced. Any Improvement which has been partially or totally destroyed by fire or otherwise shall be repaired or removed within three (3) months after the time of such destruction. Upon the completion of any Improvement, the Owner may file with the Developer a notice of completion and compliance which shall give rise to a conclusive presumption in favor of the Owner that the Improvement is completed and in compliance with all provisions of this Article II, unless within thirty (30) days of the filing the Developer gives actual notice of non-compliance or non-completion. Notice of non-compliance or non-completion will be considered to be delivered when it is posted on or about the Improvements in question or delivered by certified mail or in person to the Owner.

ARTICLE III **GENERAL PROVISIONS**

Section 1. **Residential Purposes**. Except as otherwise stated herein, all Lots shall be used for single-family residential purposes. No single-family residence shall be constructed upon any Lot which is less than (a) 2,000 square feet for single-story units and (b) 2,200 square feet for two-story units. No Improvement shall exceed thirty-five (35) feet in height.

Section 2. **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 Owner of any Lot in the Subdivision.

Section 3. **Maintenance of Lots and Improvements.** The Lots, including any land which has been altered from its natural state existing at the time of this Declaration, shall be landscaped according to plans approved in writing by the Developer. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly mowed, weeded, cultivated and free of trash and other unsightly material. Landscaping approved by the Developer shall be installed no later than one hundred twenty (120) days following occupancy of, or completion of, any building/Improvement, whichever occurs first. The Lot shall be regularly mowed, weeded and fertilized in a manner consistent with best horticultural practices for a residential subdivision within the central Ohio area and no Lot shall be allowed to become overgrown or unsightly. No vegetable or other produce garden may be located so as to be visible from outside the Lot. All Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Developer.

Section 4. **Site Placement.** All buildings and other Improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved, unless the Developer approves in writing some other placement.

Section 5. **Exterior Materials and Colors.** Finish building materials shall be applied to all sides of the exteriors of buildings. Colors and building materials shall be harmonious and compatible with colors of the natural surrounding and adjacent buildings and Improvements. The Developer shall have the sole right to approve or disapprove materials and colors so controlled. Each home exterior finish shall utilize natural finishes such as: stone, stucco, brick, wood, cultured stone and eifs or cementitious siding. Aluminum and/or vinyl siding shall be used for trim details only such as soffits, gutters, shutters, etc. but shall not be used as a siding products. Under no circumstance shall any home exterior finish product contain high gloss or high chroma colors.

Section 6. **Garage.** No dwelling may be constructed on any Lot unless an attached enclosed garage with paneled garage door for at least two automobiles is also constructed thereon.

Section 7. **Intentionally Deleted.**

Section 8. **Service Screening, Storage Areas.** All garbage, trash and other waste shall be placed in containers which shall be concealed and contained within buildings, or shall be concealed by means of a screening wall of material similar to and compatible with that of the building on the Lot, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, designed so as not to attract attention, and shall be located in as reasonably inconspicuous a manner as possible. Unless specifically approved by the Developer, no materials, supplies or equipment shall be stored on the Lot except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or properties.

Section 9. **Drives, Curbs and Walks.** Drives, curbs, parking areas and walks shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Developer and otherwise consistent with the applicable zoning text.

Section 10. **Storage Tanks.** No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted on a Lot outside a building except as approved in writing by the Developer.

Section 11. **Building Exterior.** All windows, porches, balconies and the exterior of buildings shall at all times be maintained in a neat and orderly manner. Draperies and other window treatment shall be harmonious with the outside of each building. No clothing or any other household fabrics shall be hung in the open on any Lot and no clotheslines or other outside drying or airing facilities shall be permitted.

Section 12. **Removal of Trees.** In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of six (6) inches or more shall be destroyed or removed from a Lot, unless specifically approved by the Developer. In the event

of a violation of this paragraph, Developer may, at its option, cause any tree so removed or destroyed to be replaced with another tree and the Owner of the Lot on which the tree was located shall reimburse Developer for all expenses incurred by it; provided, however, that with respect to the replacement of a tree, there shall be no obligation of reimbursement in any amount in excess of the expenses which would be incurred if the destroyed or removed tree were replaced with a tree similar in type and size.

Section 13. **Pools and Hot Tubs.** No above ground pool which requires a filtration system or is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No other swimming pool, hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Developer.

Section 14. **Playground Equipment/Tennis Courts.** No playground equipment or tennis or similar court shall be placed or maintained on any Lot without the prior written approval of the Developer.

Section 15. **Fencing.** Fencing is permitted immediately around a patio, pool or similar Improvement provided it is approved in writing by the Developer. The location of any other fencing must be approved by the Developer in writing.

Section 16. **Mailboxes.** All mailboxes in the Subdivision shall be selected by the Developer, who shall also prescribe the location and installation of the boxes. Owners shall purchase and maintain the required boxes.

Section 17. **Exterior Lighting.** Only exterior lighting which has the prior written approval of the Developer may be installed on a Lot.

Section 18. **Hobbies.** Hobbies or activities that tend to detract from the aesthetic character of the Lot, and Improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted within a building and not visible from either the street or adjoining property. This section includes, but is not limited to, such activities as automotive and boat repair, and sports activities.

Section 19. **Temporary Residences**. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence on any Lot either temporarily or permanently.

Section 20. **Mineral Exploration**. The Lot shall not be used in any manner to explore for, use, or commercially exploit any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located in or under the ground. In particular, no wells may be located on the Lot and no water may be removed from any pond, lake, or other body of water located on, adjacent to, or near the Lot.

Section 21. **Machinery and Equipment**. No commercial machinery or equipment of any kind shall be placed, operated or maintained upon the Lot except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of Improvements as approved by the Developer.

Section 22. **Signs**. Except for traffic signs installed by Declarant or governmental authority, no signs of any kind shall be displayed on any Lot, except one temporary sign of not more than two feet by two feet (2' x 2') advertising the property for sale or rent, or used by the builder to advertise the property during the construction sales period, or signs the restriction of which is prohibited by law.

Section 23. **Antennas and Satellite Dishes**. No television or radio antennas or satellite dishes may be installed on the exterior of any house or Lot, except that dishes that do not exceed one meter in diameter and television antennas are permitted if they are located, if possible, in a place not visible from the street, are of a color that blends with the background, and are screened by landscaping or other means so that it is difficult to see them from other lots. Such location and appearance must be approved by Declarant; provided, however, that the location must be such that it does not interfere with reception. No towers of any kind, including but not limited to, television, radio and/or microwave towers, shall be erected, placed, or maintained anywhere in the Subdivision.

Section 24. **Solar Panels.** No solar panels, attached or detached, shall be permitted on any Lot.

Section 25. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighboring property. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of another Lot by the occupants thereof and no speakers, horns, whistles, bells or other sound devices which can be heard off the Lot, shall be located, used or placed on a Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 26. **Temporary Improvements.** No temporary building or structures shall be permitted on any Lot; provided, however, trailers, temporary buildings, barricades and the like shall be permitted during construction of initial Improvements on a Lot, provided the design, appearance, and location has the prior written approval of the Developer. Such Improvements shall be removed not later than fourteen (14) days after the date of completion of the Improvements for which the temporary structure was used, and shall be permitted to remain for no longer than one (1) year, unless a greater period is approved in writing by the Developer.

Section 27. **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 dogs or two cats or two other pets which are permitted outdoors may be kept on any Lot except when animals in excess of such numbers are less than three months old.

Section 28. **Vehicle Parking and Storage.** No automobile, trailer, boat, camper, recreational vehicle, commercial vehicle, or other motor driven vehicle shall be parked or stored on any Lot unless it is in a garage, except that:

- (a) such vehicles, if operable, may be parked outside the garage for an occasional, nonrecurring, temporary period not to exceed 72 hours in any thirty (30) days; and
- (b) automobiles in good condition may be parked outside the garage on a regular basis if there is insufficient space in the garage and the automobiles are driven regularly by a person residing on the Lot.

No on-street parking will be permitted on any street that has less than twenty-seven (27) feet of pavement width. Streets having twenty-seven (27) feet to thirty-five (35) feet of pavement width shall be limited to one side of street. "No Parking" signs will be erected on the same side of the street as the fire hydrants. No parking will be permitted on cul-de-sac bulbs. Approved "No Parking" signs will be installed upon completion of the street.

Section 29. **Lot Split.** No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, so as to create a new building lot.

Section 30. **Contiguous Lots.** An Owner may use more than one Lot as a site for a single dwelling unit only if the Owner obtains the prior written permission of the Developer.

Section 31. **Utility and Drainage Easements.** Location of easements for the installation of utilities and for surface drainage are reserved as shown on the Plat. No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in or upon the Subdivision unless they are placed and maintained underground or concealed in, under or on buildings or other Improvements; provided that above-ground electrical transformers and other equipment may be permitted if properly screened with the prior written approval of the Developer. All gas, water, sewer, oil and other pipes for gas or liquid transmission shall be placed underground or within or under buildings or other Improvements. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service incident to the construction of Improvements.

Section 32. **Use of Other Easements.** In addition to the utility easements herein designated, easements in any public or private streets are hereby reserved and granted to the Developer, and any utility company or governmental unit engaged in supplying one or more utility services to the Subdivision to install, lay, erect, construct, renew, operate, repair, replace, maintain or remove all and every type of gas, water, sanitary or storm sewer or other utility facilities.

Section 33. **Drainage and Grading.** No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified without the prior written approval of the Developer. No Improvements to a Lot shall be made in any manner whatsoever that are inconsistent with the master grading plans established by the Developer for the Lots, as the plans now exist or may hereafter be modified from time to time, without the prior written approval of the Developer. All Lot Owners shall obtain certification from a licensed engineer after completing any Improvement that the master grading plans have been observed. Whenever, because of construction of Improvements on a Lot, or for some other reason, silt runs off of the Lot onto any adjacent property, the Owner of the Lot shall be obligated to provide a means of siltation control to prevent such run off. Roof drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited.

Section 34. **Lakes and Ponds.** No Owner, or any other person, shall have access to, or the right to use, any lake, pond, stream or other body of water in or adjacent to the Subdivision for boating, swimming or fishing. Nothing herein shall prohibit any Owner from using common open space for hiking or other limited recreational purposes.

Section 35. **Open Space and No Build Zones.** No building, structure, fence, patio, recreational or athletic facility, or any other improvements of any kind may be placed temporarily or permanently upon, in or under the area designated as Open Space or No Build Zones on the Plat, nor shall any work be performed thereon which would alter the natural state of the zone or damage any of the trees or vegetation therein; provided, however, that the zone may be disturbed to the extent necessary for installation and maintenance of utilities and drainage facilities, detention ponds,

walkways and/or bicycle paths approved by Declarant. Any part of the Open Space or No Build Zones disturbed by maintenance shall be restored as nearly as practicable to the original condition. Otherwise, no trees or other vegetation may be removed from the Open Space or No Build Zones except for the removal of dead, diseased, decayed, or noxious trees and other vegetation or as may be required for conservation or aesthetic purposes or in keeping with good forest management practices. Nothing may be planted in the zone except vegetation and trees native to the area. No earth, rock, sand, gravel or other natural materials may be removed from or placed in the Open Space or No Build Zones nor may any trash or debris, whether natural or man-made, be placed in the Open Space or No Build Zones.

Prior approval of the Developer is required for planting or restoration or the removal of trees or vegetation for conservation, aesthetic or forest management purposes. Any area where trees or vegetation are removed without Developer's prior approval shall be restored as nearly as practicable to its original condition at the Owner's cost.

The maintenance of Open Space and No Build Zones shall be the responsibility of the Association.

The following restrictions shall apply to all Open Space and No Build Zones depicted on the Plat:

- (a) the Open Space and No Build Zones shown on the Plat shall run with the land in perpetuity so that said Open Space and No Build Zones shall forever be restricted from development with buildings, structures and uses, and it is the intent and purpose of the Open Space and No Build Zones to restrict and forbid any activity or use which would, as a natural consequence of such, impede or make more difficult the accomplishment of the purpose of which the Open Space and No Build Zones was created, as outlined herein.
- (b) No dumping or burning of refuse shall be permitted in the Open Space and No Build Zones.

- (c) No hunting or trapping shall be permitted in the Open Space and No Build Zones.
- (d) The natural resources of the Open Space and No Build Zones shall remain undisturbed and no top soil, sand, gravel, rock or mineral shall be excavated or removed therefrom, and nothing shall be permitted to occur on the premises which would contribute to the erosion of the land and no trees shall be cut or removed, except for removal of such dead, diseased or decayed trees or vegetation which may be required for conservation or scenic purposes or for the reasons for public safety.
- (e) No roadway nor any facility of any public utility other than existing roadways and public utility facilities or those outlined on the Plat shall be permitted to be constructed or installed in the premises, and no existing roadway or public utility facility shall be enlarged or extended into the Open Green Space and Open Space/No Build Zones except as permitted by the Plat.

Developer shall be allowed, but not obligated, to prepare, construct and maintain said Open Space and No Build Zones for purposes of, entry features, product development identification and associated landscaping. No private encroachment shall be permitted, such as but not limited to, planting of flowers, shrubs, garden materials, etc., dumping of trash or debris, or the installation of any type of facility or convenience.

Nothing in the foregoing shall interfere with or detract from the use of said premises by Grantor-Owner and their successors-in-interest for all purposes, present and future, not inconsistent with the provisions of the Ohio Revised Code.

Section 36. **Entrance Walls, Gate House, Fencing, Subdivision Identification Signs, Earthmounds and Landscaping.** The walls, gate house, fencing, subdivision identification signs, earthmounds, electrical facilities, irrigation systems and landscaping placed on any of the Lots, streets, or Common Area in the Subdivision by Developer shall not be removed or changed except by the Developer who shall have the right to enter the Lots to do so. They shall be maintained in good condition by the Association, or, if not, by the Owners of Lots on which such features are located.

Section 37. **Ingress and Egress.** Each Lot Owner and his or her invitees shall have a permanent appurtenance, non-exclusive easement over all public streets and the private streets, if any in the Subdivision for the purpose of vehicular and pedestrian access, ingress and egress to and from his or her Lot.

Section 38. **Maintenance of Common Improvements.** The Association shall be responsible for maintaining the Common Improvements, including Common Open Spaces subsequently added to the Subdivision, all common landscaped areas and otherwise any irrigation system on the common spaces and areas, fences, entrance walls, gate house and other Common Improvements designated by the Developer or government authorities or assumed by the Association. The Association shall have an easement over each Lot for the purpose of maintaining and repairing the Common Improvements. The Association shall maintain comprehensive general liability insurance, in an amount of not less than \$2,000,000 aggregate and \$1,000,000 per occurrence and such other insurance as shall be reasonably required by Developer.

Section 39. **Governmental Regulations Statement.** 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 this Declaration, the most restrictive provision shall govern and control.

ARTICLE IV **ASSESSMENTS**

Section 1. **Establishment of Assessment.** For the purpose of providing funds for maintenance and improvement of the Common Improvements and other expenses and costs incurred by the Association including any administrative fee of Developer, the Association shall, on a date selected by the Declarant and prior to January 1 of each calendar year thereafter, determine an

estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year, and establish an annual assessment as to each Lot provided, however, that under no circumstances shall Developer be responsible for the payment of any assessment. The total assessment collected for the Lots in the Subdivision must be an amount sufficient to meet the obligations of the Association under this Declaration. These assessments shall be payable in advance in such periodic installments and on such due dates, as the Association from time to time determines, provided, that if any installments of any assessment is not paid within thirty (30) days after it has become due, the Association may, at its option, without notice or demand (i) declare the entire balance of the assessment immediately due and payable; (ii) assess interest on the unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the Association may from time to time determine, and (iii) assess reasonable, uniform, late fees. There shall be an initial assessment from each Lot Owner at the date of purchase from Developer of \$200.00 or such greater amount as shall be determined by the Association.

Section 2. **Establishment of Lien.** If any Lot Owner (exclusive of Developer) shall fail to pay any installment within thirty (30) days after it is due, the Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the Association so elects, together with interest, late fees and costs, which lien shall be effective from the date that the Association certifies the lien to the Delaware County Recorder. The right to file such lien is subordinate to any liens actually filed.

Section 3. **Payment by Declarant.** Declarant may elect to pay assessments on any Lot owned by Declarant within the Subdivision or pay any deficit in the operating budget of the Association and have such payment treated as a loan to the Association ("Declarant Loan"). The rate of interest and term of the Declarant Loan shall be set forth on the note evidencing the indebtedness of the Association.

ARTICLE V

ENFORCEMENT AND MISCELLANEOUS

Section 1. **Enforcement.** Except as hereinafter provided, Developer, the governmental units in which the Subdivision is located, each Lot Owner, the Association, where applicable, jointly

and severally, shall have the right to enforce, by proceedings at law or, in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Notwithstanding the foregoing, in the event of any dispute between Lot Owners or between the Association and any Lot Owner or Owners not including the Developer, as to any matter provided for herein, other than with regard to the obligation for, levy, collection or enforcement, of assessments (including, without limiting the generality of the foregoing, the creation, filing and enforcement of liens), the matter shall be submitted to a single independent arbitrator selected by the Association, as the case may be, who shall decide the dispute in accordance with and pursuant to the arbitration laws of Ohio and the arbitrator's decision shall be final and enforceable as provided above.

Section 2. **Special Assessment Lien.** Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all uniform rules and regulations promulgated by the Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Association or Developer, in addition to any other enforcement rights they may have hereunder, may take whatever action either deems appropriate to cause compliance, including, but without limitation, entering upon the Lot for repair, maintenance, reconstruction and removal of any Improvements thereon or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association or Developer in causing such compliance, together with the interest at such lawful rate as the Association or Developer may from time to time establish, shall be immediately due and payable from the Lot Owner to the Association or Developer, and the Association or Developer shall be entitled to a valid lien as security for the payment of such costs incurred, and interest, which lien shall be effective from the date that the Association or Developer certified the lien to the Delaware County Recorder.

Section 3. **Joint and Several Obligations.** Each and every obligation with respect to a Lot hereunder shall be the joint and several personal obligation of each Owner of a fee simple interest in the Lot at the time the obligation arose or thereafter until paid, and any demand or notice hereunder or pursuant hereto to one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 4. **Severability and Waiver.** Invalidation of any one of these covenants or restriction by judgment or court order shall in no way effect any other provision which shall remain in full force and effect. Failure by a benefited party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded (except that the easements described herein shall be permanent and perpetual), after which time they shall be automatically extended for successive periods of ten (10) years, unless by agreement of the Owners of two-thirds (2/3) or more of the Lots, these covenants and restrictions are sooner terminated. This Declaration, as it relates to the Subdivision, may be amended by a duly executed and recorded instrument signed by the Owners of no less than two-thirds (2/3) of the Lots in the Subdivision, provided that any such amendment during the first ten (10) years after the date hereof must also be approved by the Developer. Notwithstanding the foregoing, and in addition thereto, the consent of all Lot Owners present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, and the written consent of Developer, shall be required for any amendment hereto which effects a change in (i) the method of dividing the assessments, (ii) the method of voting on Association matters, or (iii) the fundamental purposes for which the Association is organized, including in particular, the maintenance and repair of private streets. A holder or insurer of a first mortgage on any Lot, upon written request shall be entitled to timely written notice of any proposed amendment hereto.

Section 6. **Transfer to Association.** At any time Developer no longer wishes to retain the rights granted to it in this Declaration, it may transfer those rights to the Association, and by such transfer this Declaration will be deemed to be amended, so that every reference to "Developer" herein shall be changed to "Association". The Association must accept such transfer if tendered by the Developer.

Section 7. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title or estate in any portion of the Subdivision is and shall be

conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference to this Declaration is contained in the instrument by which such person acquired an interest in a portion of the Subdivision.

Section 8. **Additions to the Subdivision.** Upon the execution and delivery by Developer of a Deed or Declaration of Covenants, Easements, Restrictions and Assessment Liens, and the filing of the same with the Recorder of Delaware County, submitting real property to the lien for assessments established by Article IV hereof, the real property described therein shall become a part of the Subdivision as defined in Article I hereof. Such additions may be made and perpetuated without the consent of the Owners.

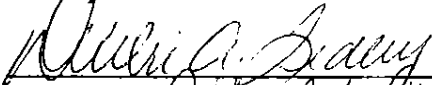
Section 9. **Easements.** All Lot Owners shall grant utility easements to Developer for the purpose of constructing utility lines over or through the Owner's Lot. Owner agrees to execute all appropriate documents to accomplish the foregoing.

ARTICLE VI
ACCEPTANCE

Section 1. **Acceptance.** By accepting a deed to any of the above described real estate or Lots, an Owner accepts the same subject to the foregoing covenants and agrees for him or herself, his or her heirs, successors and assigns to be bound by each of the covenants.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf on or as of the 16th day of June, 2002.

Signed and acknowledged
in the presence of:


Print Name: David A. Leffley


Print Name: Amyl Cagle

NORTH ORANGE LAND, LLC.

By: Planned Communities, Inc., Managing Member

By: 

Its: Pres.

STATE OF OHIO
County of Franklin ss:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Jay S. Ortlip, the President of Planned Communities, Inc., the Managing Member of North Orange Land, LLC, an Ohio limited liability company who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said corporation and limited liability company for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of June, 2002.



DEBBIE A. LEDLEY
Notary Public, State of Ohio
My Commission Expires
5-15-2005

Debbie A. Ledley
Notary Public
My Commission Expires 5-15-05

**AMENDMENT OF DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS FOR
NORTH ORANGE RESIDENTIAL SUBDIVISION**

This Amendment is made this 1st day of DECEMBER, 2004 by Planned
Communities, LLC, an Ohio limited liability company ("Declarant")

200400053108
OHIO TITLE

Background Information

1. Declarant has previously caused to be filed of record Declaration of Covenants, Easements, Restrictions and Assessment Liens for North Orange Residential Subdivision of record in Volume 211, Page 201, Recorder's Office, Delaware County, Ohio ("CCR's").
2. Declarant desires to include within the Subdivision, consistent with the terms of Article V, Section 8 of the CCR's, certain real property more particularly described on the attached Exhibit A ("Condominium Land").
3. Declarant presently retains all voting rights of the Association pursuant to the terms of the Code of Regulations.
4. Declarant desires to amend the Declaration as provided herein.
5. All capitalized terms shall have the meaning ascribed to such term in the CCR's unless otherwise provided herein.

Statement of Amendment

1. **Defined Terms.** As used in the CCR's, the following terms shall have the meaning set forth below:

"Common Area" shall mean all real property, now or hereafter acquired by the Declarant or the Association for the common use and enjoyment of all Lot Owners, but shall expressly exclude any and all common ground and/or common improvements or entry features located upon the Condominium Land.

"Lot" shall mean any lot described in the Background Information of the CCR's, any subsequent amendment thereto, and any condominium unit or separate tax parcel created on the Condominium Land.

2. **Amendment of Article III.** Article III of the CCR's is hereby amended as follows:

Section 1, Residential Purpose is amended by adding the following:

"The square footage limitations shall not apply to any Lot located on the Condominium Land. With respect to any Lot located on the Condominium Land, construction and use shall be limited to

OHIO TITLE BOX

No. _____

condominium units and common improvements not in excess of thirty-five (35) feet in height and otherwise consistent with CCR's."

Section 22, Signs is modified by adding the following:

"Signs identifying the condominium project to be constructed upon the Condominium Land shall be permitted with the prior written approval of Declarant."

Section 29, Lot Split is amended by adding:

"The foregoing restriction shall not be applicable to the division of the Condominium Land for the development and sale of condominium units."

Section 35(e) is amended by adding:

"The limitations set forth in this Section 35(e) shall not apply to the Condominium Land."

Section 36, Entrance Walls, Gate House, Fencing, Subdivision Identification Signs, Earth Mounds and Landscaping is amended by adding:

"To the extent that any of the foregoing are placed on any Lot within the Condominium Land, the same shall be maintained by the association of condominium owners or the developer of the condominiums in a state of good repair and condition and without expense or cost to the Association."

3. Further Restrictions of Condominium Land. Nothing within the CCR's shall prohibit, impair or prevent the developer of the Condominium Land from imposing such further restrictions, covenants or assessments related solely to the Condominium Land and in furtherance of the development of condominium units (collectively, "Condominium Restrictions"). In the event of any conflict between the CCR's and the Condominium Restrictions, the CCR's shall control. In no event shall the Condominium Restrictions release any Lot Owner from the payment of the assessments due under the CCR's.

[signature and acknowledgment contained on next page]

EXECUTED, this 1st day of DECEMBER, 2004 by Declarant.

PLANNED COMMUNITIES, LLC

By: Planned Communities, Inc., Managing Member

By: Terry L. Sternad
Its: Secretary

STATE OF OHIO :
COUNTY OF FRANKLIN : SS.

The foregoing was acknowledged before me on DECEMBER 1, 2004, by Terry L. Sternad, Secretary of Planned Communities, Inc., an Ohio corporation and Managing Member of Planned Communities, LLC, an Ohio limited liability company on behalf of the corporation and limited liability company.

Bruce A. Norris
Notary Public
My commission expires: _____



BRUCE A. NORRIS, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 12, 2008



OF DELAWARE

Forrester Stultz and Associates, Inc.

385 Stanbury Road
 Delaware, OH 43015-8775
 740.362.8778
 Fax 740.362.6326

e-mail: stultz@bainc.com

**DESCRIPTION OF A 18.329 ACRE TRACT
 FOR PLANNED COMMUNITIES, LLC
 JANUARY 27, 2004**

EXHIBIT "A"

Situated in the Township of Orange, County of Delaware, State of Ohio, located in part of Farm Lot 4, Section 2, Township 3, Range 18, United States Military lands, and being 16.189 acres out of an original 19.879 acre tract conveyed to Planned Communities, LLC in Official Record Volume 280, Page 1973, being 2.140 acres out of an original 83.386 acre tract conveyed to Planned Communities, LLC by Official Record Volume 69, Page 248 and Official Record Volume 69, Page 253, and more particularly described as follows:

COMMENCING at a P.K. Nail found on the old centerline of S. H. 4 (U. S. 23) Section 1, being the northeasterly corner of a 35.686 acre tract conveyed to North Orange Development, LLC in Official Record Volume 283, Page 916, being the southeasterly corner of a 17.271 acre tract conveyed to North Orange Development, LLC in Official Record Volume 283, Page 924, and being on the common line between Farm Lot 4 and Farm Lot 5;

Thence, North 86° 39' 14" West, along the northerly line of said 35.686 acre tract, being the southerly line of said 17.271 acre tract, the southerly line of a 20.315 acre tract conveyed to North Orange Development, LLC by Official Record Volume 283, Page 930, Official Record Volume 283, Page 936, and Official Record Volume 283, Page 942, and along said Farm Lot line (passing over a ½" iron pipe found at 59.81 feet and passing over an iron pin at 828.60 feet), a total distance of 2560.61 feet to an iron pipe found at the northwesterly corner of said 35.686 acre tract, being the southwest corner of said 20.315 acre tract, being the northeasterly corner of said 19.879 acre tract, being the southeasterly corner of the remainder of an original 73.009 acre tract conveyed to BancOhio Trustee, ET AL by Deed Book 459, Page 149, Deed Book 459, Page 155, and Deed Book 464, Page 14, and being the **TRUE PLACE OF BEGINNING**;

Thence, along the westerly line of said 35.686 acre tract, being the easterly line of said 19.879 acre tract, the following three (3) courses and distances:

- 1) South 03°20'49" East, a distance of 283.83 feet to an iron pin found;
- 2) South 69°13'53" East, a distance of 184.37 feet to an iron pin found;
- 3) South 56°08'29" East, a distance of 552.12 feet to an iron pin set;

Thence, through said 19.879 acre tract, through said original 83.386 acre tract and along the arc of a non-tangent curve to the left, having a radius of 455.00 feet, a delta angle of 19°50'47", an arc length of 157.61 feet, a chord length of 156.82 feet, and a chord bearing of South 33°25'23" West to an iron pin set;

Thence, South 23°29'59" West, continuing through said original 83.386 acre tract (passing over an iron pin found at 77.71 feet), a total distance of 100.89 feet to an iron pin found at the northeasterly corner of Lot 5932 of North Orange Section 2, Phase 2, Parts A and B (a subdivision) as recorded in Plat Cabinet 3, Slide 106 and being on the westerly right-of-way line of Harness Way;

Thence, along the southerly line of said 19.879 acre tract, being the northerly line of said subdivision, the following eleven (11) Courses and distances:

**DESCRIPTION OF AN 18.329 ACRE TRACT
FOR PLANNED COMMUNITIES, LLC**

- 1) North 66°30'01" West, a distance of 128.89 feet to an iron pin found;
- 2) South 73°31'07" West, a distance of 129.02 feet to an iron pin found;
- 3) North 68°37'40" West, a distance of 399.82 feet to an iron pin found;
- 4) North 46°25'47" West, a distance of 231.13 feet to an iron pin found;
- 5) South 81°40'46" West, a distance of 118.99 feet to an iron pin found;
- 6) Along the arc of a non-tangent curve to the left, having a radius of 195.00 feet, a delta angle of 23°53'37", an arc length of 81.32 feet, a chord length of 80.73 feet, and a chord bearing of South 09°19'28" West to an iron pin found on the northerly right-of-way line of Overland Trail;
- 7) South 87°22'39" West, a distance of 60.00 feet to an iron pin found on the southerly right-of-way line of Overland Trail;
- 8) North 20°34'35" West, a distance of 177.84 feet to an iron pin found;
- 9) North 14°21'59" West, a distance of 204.81 feet to an iron pin found;
- 10) South 60°19'27" West, a distance of 271.03 feet to an iron pin found;
- 11) North 85°51'12" West, a distance of 78.71 feet to an iron pin found on the common line between Liberty and Orange Townships, being on the westerly line of said 19.879 acre tract, being the northwesterly corner of Lot 5968 of said subdivision, and being on the easterly line of an 11.11 acre tract (Parcel 1) conveyed to Ruth S. Siegle by Official Record Volume 183, Page 1098;

Thence, North 03°08'48" East, along said Township Line, the westerly line of said original 19.879 acre tract, the easterly line of said 11.11 acre tract, and the easterly line of The Notch Subdivision as recorded in Plat Book 19, Page 35, a distance of 409.15 feet to an iron pin found (there being an iron pin found 2.67 feet east), at the northwesterly corner of said original 19.879 acre tract, being the southwesterly corner of said original 73.009 acre tract;

Thence, South 86°39'14" East, along the common line between said original 19.879 acre tract and said original 73.009 acre tract, a distance of 1046.40 feet to the TRUE PLACE OF BEGINNING.

Containing 18.329 acres, more or less.

Subject to a 200 foot wide Ohio Power Easement as recorded in Deed Book 340, Page 144 and a 50 foot wide Columbia Gas Easement as recorded in Deed Book 632, Page 611.

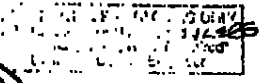
Subject to all other easements, restrictions and right-of-ways of record, if any.

The above description is based on and referenced to a Plat of Survey entitled "Plat of Survey of an 18.329 Acre Tract for Planned Communities, LLC" dated January 27, 2004 by Floyd Brown Associates, Inc.

All references are to the Recorder's Office, Delaware County, Ohio.

Bearings are based on the Ohio State Plane Coordinate System of 1983-Lambert Projection, United States Geodetic Services.

William R. Winter
William R. Winter, P. S.
Registered Surveyor No. 6767



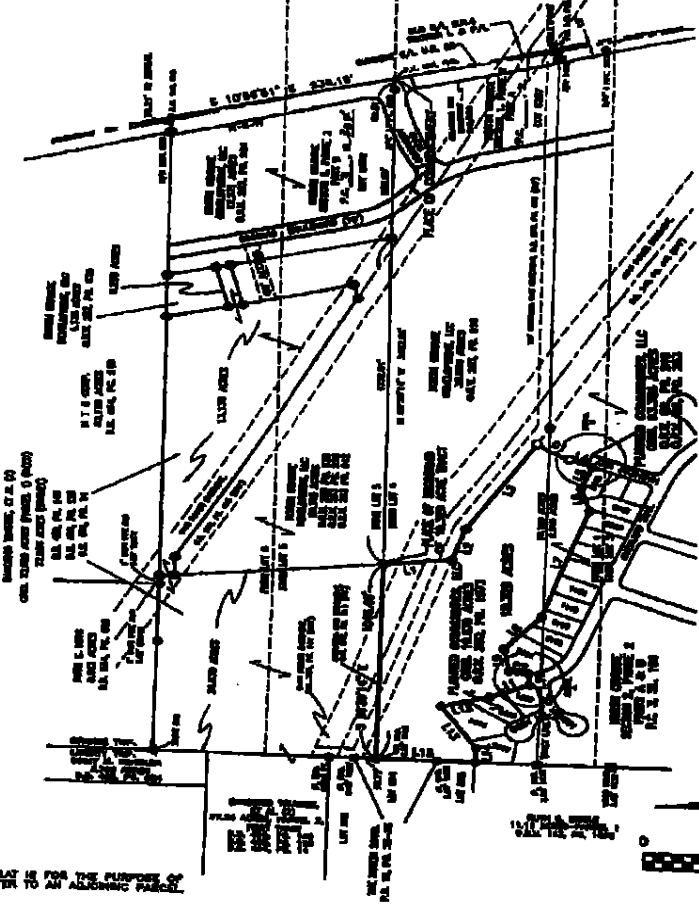
FLOYD SCOWNE ASSOCIATES, INC. OF DELAWARE

MS. MAPS, 2004-011, 712
PHONE (703)323-1828
FAX (703)323-1828

EXHIBIT "B"

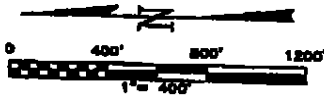
PLAT OF SURVEY OF AN 18.329 ACRE TRACT FOR PLANNED COMMUNITIES, LLC.

BEING PART OF FORM LOT 4, SECTION 2, TOWNSHIP 3, RANGE 18, UNITED STATES MILITARY LANDS, TOWNSHIP OF CHESAPE, DELAWARE COUNTY, OHIO, AND BEING 18.329 ACRES OUT OF AN ORIGINAL 18.378 ACRE TRACT CONVEYED TO PLANNED COMMUNITIES, LLC BY O.R.V. 88, PG. 1873 AND 2.148 ACRES OUT OF AN ORIGINAL 83.386 ACRE TRACT CONVEYED TO PLANNED COMMUNITIES, LLC BY O.R.V. 88, PG. 348 AND O.R.V. 88, PG. 253.



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	S 89° 00' 00" W	118.00	10	S 89° 00' 00" W	118.00
2	S 89° 00' 00" W	118.00	11	S 89° 00' 00" W	118.00
3	S 89° 00' 00" W	118.00	12	S 89° 00' 00" W	118.00
4	S 89° 00' 00" W	118.00	13	S 89° 00' 00" W	118.00
5	S 89° 00' 00" W	118.00	14	S 89° 00' 00" W	118.00
6	S 89° 00' 00" W	118.00	15	S 89° 00' 00" W	118.00
7	S 89° 00' 00" W	118.00	16	S 89° 00' 00" W	118.00
8	S 89° 00' 00" W	118.00	17	S 89° 00' 00" W	118.00
9	S 89° 00' 00" W	118.00	18	S 89° 00' 00" W	118.00

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
19	S 89° 00' 00" W	118.00	28	S 89° 00' 00" W	118.00
20	S 89° 00' 00" W	118.00	29	S 89° 00' 00" W	118.00
21	S 89° 00' 00" W	118.00	30	S 89° 00' 00" W	118.00
22	S 89° 00' 00" W	118.00	31	S 89° 00' 00" W	118.00
23	S 89° 00' 00" W	118.00	32	S 89° 00' 00" W	118.00
24	S 89° 00' 00" W	118.00	33	S 89° 00' 00" W	118.00
25	S 89° 00' 00" W	118.00	34	S 89° 00' 00" W	118.00
26	S 89° 00' 00" W	118.00	35	S 89° 00' 00" W	118.00
27	S 89° 00' 00" W	118.00	36	S 89° 00' 00" W	118.00



- LEGEND**
- ▲ - CORNER STONE FOUND
 - - CONCRETE MONUMENT FOUND
 - - IRON PIN FOUND
 - - P. N. NAIL FOUND
 - - P. N. NAIL SET
 - - 1/2" IRON PIN SET W/BRASS PLASTIC CAP STAMPED "F.S.A., OH."



COPY 98-165-VeribOnags_18.329_acres.dwg, Lymk1, 02/03/04 09:19:21 AM

THIS PLAT IS FOR THE PURPOSE OF
TRANSFER TO AN ADJACENT PARCEL.

BEARINGS ARE BASED ON THE GRID STATE PLANE
COORDINATE SYSTEM OF 1983-LAMBERT PROJECTION,
UNITED STATES GEOLOGICAL SURVEY.

I, the undersigned, hereby certify that the above plat was prepared from an
actual survey and to the best of our knowledge is correct.

William H. Witter
WILLIAM H. WITTER DATE 1-27-04
CS Registered Surveyor No. 8787

Plat No. 98-165-D



585 Sunbury Road Delaware, OH
43015-9795
740.363.6792
Fax 740.363.6536

e-mail: fb@delaware@fbainc.com
www.floydbrowne.com

**DESCRIPTION OF A 20.839 ACRE TRACT
FOR BANCOHIO, TRUSTEE, ET AL. (2)
APRIL 29, 2004**

EXHIBIT "A"

Situated in the Township of Orange, County of Delaware, State of Ohio, located in part of Farm Lots 5 and 6, Section 2, Township 3, Range 18, United States Military lands, and being part of an original 73.009 acre tract (survey = 72.994 acres) conveyed to BancOhio Trustee, et al. (2) in Deed Book 459, Page 149, Deed Book 459, Page 155 and Deed Book 464, Page 14, and more particularly described as follows:

COMMENCING at a P.K. Nail found on the old centerline of S. H. 4 (U. S. 23) Section L, being the northeasterly corner of a 35.686 acre tract conveyed to North Orange Development, LLC in Official Record Volume 283, Page 916, being the southeasterly corner of said original 73.009 acre tract, being the southeasterly corner of a 17.271 acre tract conveyed to North Orange Development, LLC in Official Record Volume 283, Page 924, and being on the common line between Farm Lot 4 and Farm Lot 3;

Thence, North 86° 39' 14" West, along the northerly line of said 35.686 acre tract, being the southerly line of said original 73.009 acre tract, being the southerly line of said 17.271 acre tract, being the southerly line of a 20.315 acre tract conveyed to North Orange Development, LLC by Official Record Volume 283, Page 930, Official Record Volume 283, Page 936 and Official Record Volume 283, Page 942, and along said Farm Lot line (passing over an iron pin found at 828.60 feet), a total distance of 2560.61 feet to an iron pin found, at the southwesterly corner of said 20.315 acre tract, being the **TRUE PLACE OF BEGINNING**;

Thence, continuing North 86° 39' 14" West, along the southerly line of said original 73.009 acre tract, being the northerly line of said 35.686 acre tract, and along said Farm Lot Line, a distance of 1046.40 feet to an iron pin found (there being an iron pin found 2.67 feet East) at the northwesterly corner of said 35.686 acre tract, being the southwesterly corner of said original 73.009 acre tract, being on the common line between Orange Township and Liberty Township, and being on the easterly line of the Notch Subdivision as recorded in Plat Book 19, Pages 35 and 36;

Thence, North 03° 08' 48" East, along the easterly line of said subdivision, the said Township Line, and the westerly line of said original 73.009 acre tract (passing by an iron pin found at 90.77 feet - 0.45 feet West), a total distance of 194.82 feet to an iron pin found at an angle point, being the northeasterly corner of said subdivision, and being the southeasterly corner of a 37.34 acre tract (Parcel 2, First Tract) conveyed to BancOhio, Trustee, et al. (2) in Deed Book 459, Page 149, Deed Book 459, Page 155 and Deed Book 464, Page 14;

Thence, North 03° 04' 58" East, continuing along the westerly line of said original 73.009 acre tract, along the easterly line of said 37.34 acre tract and the westerly line of a 5.756 acre tract conveyed to Scott M. Schisler in Deed Book 483, Page 824, a distance of 718.58 feet to a corner stone found at the southwesterly corner of an 8.613 acre tract conveyed to Ruth B. King in Deed Book 554, Page 819, being the northwesterly corner of said original 73.009 acre tract;

Thence, South 86° 32' 57" East, along the northerly line of said original 73.009 acre tract, being the southerly line of said 8.613 acre tract and the southerly line of an 83.133 acre tract conveyed to M.T.B. Corporation in Deed Book 454, Page 510 (passing by 1" iron pins found at 600.02 feet and at 900.66 feet), a total distance of 943.40 feet to an iron pin found;



Description Of A 20.839 Acre Tract
For BANCOHIO, Trustee, ET AL. (2)

Thence, South 03° 20' 49" East, through said original 73.009 acre tract, and along the westerly line of said 20.315 acre tract, a distance of 917.92 feet to the TRUE PLACE OF BEGINNING.

Containing 20.839 acres, more or less, there being 10.627 acres in Farm Lot 5 and 10.212 acres in Farm Lot 6.

This description is for the purpose of transfer to an adjoining parcel.

Subject to a 200 foot wide easement to Ohio Power as recorded in Deed Book 343, Page 144, a 150 foot wide easement to Ohio Power as recorded in Deed Book 249, Page 485 and a 50 foot wide easement to Columbia Gas in Deed Book 632, Page 611.

Subject to all other easements, restrictions and right-of-ways of record, if any.

The above description is based on and referenced to a Plat of Survey entitled "Plat of Survey of a 20.839 Acre Tract for Bancohio, Trustee, et al. (2)" dated April 29, 2004 by Floyd Browns Associates, Inc.

All references are to the Recorder's Office, Delaware County, Ohio.

Bearings are based on the Ohio State Plane Coordinate System of 1983-Lambert Projection, United States Geodetic Services.

William R. Winter
William R. Winter, P. S.
Registered Surveyor No. 6767



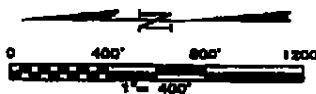
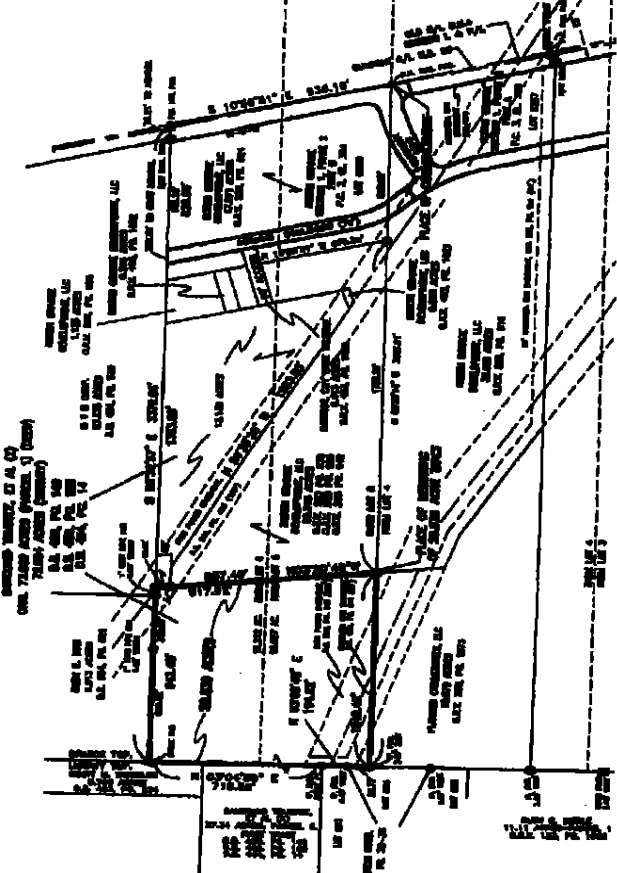
FLOYD BROWNE ASSOCIATES, INC.
OF DELAWARE

NO. 000001 (REV. 01-2-78)
REGISTERED PROFESSIONAL SURVEYOR
STATE OF OHIO
No. 6767

PLAT OF SURVEY OF A 20.839 ACRE TRACT FOR BANCORHO, TRUSTEE, ET AL (2)

BEING PART OF FARM LOTS 6 AND 8, SECTION 2, TOWNSHIP 3, RANGE 18, UNITED STATES MILITARY LANDS, TOWNSHIP OF CHANCE, DELAWARE COUNTY, OHIO, AND BEING PART OF AN APPROX. 73.000 ACRE TRACT CONVEYED TO BANCORHO TRUSTEE, ET AL (2) IN DEED BOOK 489, PAGE 149, DEED BOOK 489, PAGE 189 AND DEED BOOK 484, PAGE 14.

EXHIBIT "B"



THIS PLAT IS FOR THE PURPOSE OF TRANSFER TO AN ADDRESSING PARTY.

BEARINGS AND DISTANCES ON THIS STATE PLANE COORDINATE SYSTEM OF 1983-LAMBERT PROJECTION, UNITED STATES GEODETIC SERVICES.

We hereby certify that the above plat was prepared from an actual survey and to the best of our knowledge is correct.

William R. Winters
Registered Surveyor No. 6767 DATE 4-22-04



- LEGEND**
- ▲ - CORNER STONE FOUND
 - - CONCRETE MONUMENT FOUND
 - - IRON PIN FOUND
 - - P. S. NAIL FOUND
 - - P. S. NAIL SET
 - - 1/2\"/>

File No. 98-165-D

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR NORTH ORANGE SECTION 2, PHASE 1 AND SECTION 3, PHASE 1

This Supplemental Declaration of Covenants, Conditions, Restrictions, and Easements for North Orange Section 2, Phase 1 and Section 3, Phase 1 (the "Supplement") is made as of February 13, 2003, by Planned Communities, LLC, an Ohio limited liability company ("Declarant").

Background Information

A. On June 16, 2002, Declarant caused to be filed and recorded the Declaration of Covenants, Conditions, Restrictions, and Easements for North Orange Section 2, Phase 1 and Section 3, Phase 1 (the "Subdivision") (as subsequently amended and supplemented the "Declaration"), which Declaration was recorded at O.R.V. 211, Page 201, Instrument No. 20020027925, Delaware County, Ohio Recorder's Office.

B. Pursuant to Article V, Section 8 of the Declaration, Declarant reserved the right to expand the Subdivision.

C. Declarant is the owner in fee simple of certain real estate situated in the Township of Orange, County of Delaware and State of Ohio and more particularly described as follows:

Being Lots 5919 through 5972, inclusive of North Orange Section 2, Phase 2, Parts A & B, as the same are delineated upon the recorded plat thereof, of record in Cabinet 2, Slides 106, 106A, 106B Recorder's Office, Delaware County, Ohio (the "Section 2, Phase 2, Parts A & B Plat").

The foregoing real property is hereinafter referred to as "North Orange Section 2, Phase 2, Parts A & B."

D. Declarant wishes to submit North Orange Section 2, Phase 2, Parts A & B to all terms, covenants, easements and restrictions of the Declaration and to otherwise amend the Declaration as herein provided.

Statement of Amendment

§1. Declarant hereby declares that North Orange Section 2, Phase 2, Parts A & B shall be held, sold, conveyed and occupied subject to the covenants, easements and restrictions set forth in the Declaration, as the same is amended herein and as may be subsequently amended, and those set forth on the North Orange Section 2, Phase 2, Parts A & B Plat, the terms and conditions of which are incorporated herein by reference.

§2. The foregoing provisions and terms of the Declaration are hereby amended as stated herein:

- (a). Article I, Section 6 is hereby amended to read: "Lot" shall mean any Lot described in Paragraph A of the Background Information of the Declaration and any Lot described in Paragraph C of the Background Information of this Supplement.

- (b). With the exception of the use of the term Plat in Paragraph A of the Background Information of the Declaration, the terms "plat" or "recorded plat" used in the Declaration shall include the Section 2, Phase 2, Parts A & B Plat.

Signed and Acknowledged
in the Presence of:

Amy L. Cagle
Print Name: Amy L. Cagle

Debbie A. Ledley
Print Name: Debbie A. Ledley

PLANNED COMMUNITIES, LLC

By: PLANNED COMMUNITIES, INC., its
Managing Member

By: *Terry L. Sternad*
Terry L. Sternad, Secretary

STATE OF OHIO :
COUNTY OF FRANKLIN : SS.

The foregoing was acknowledged before me on Feb. 13, 2003, by Terry L. Sternad, the Secretary of Planned Communities, Inc., an Ohio corporation and Managing Member of Planned Communities, LLC, an Ohio limited liability company on behalf of the corporation and limited liability company.



DEBBIE A. LEDLEY
Notary Public, State of Ohio
My Commission Expires
5-15-2005

Debbie A. Ledley
Notary Public
My commission expires: _____

CONSENT AND SUBORDINATION OF LENDER

Huntington National Bank, as the holder of a mortgage on said Subdivision, hereby consents to the foregoing instrument and subordinates its mortgage of record in Volume _____, Page _____, Delaware County Recorder's Office, to the terms hereof, **provided however** that such subordination by Huntington National Bank shall not be construed as a subordination of its lien to the liens contemplated in Article IV, Section 2 or Article V, Section 2 of the Declaration.

Signed and delivered
in the presence of:

Huntington National Bank

Lori Scott
Name: Lori Scott

By: [Signature]
Name: Matthew R. Sapp
Its: Vice President

Michelle Roush
Name: Michelle L. Roush

STATE OF OHIO
County of Franklin ss:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Matt Sapp, the Vice president of Huntington National Bank, who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said Corporation for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of February, 2003.



MICHELLE L. ROUSH
Notary Public, State of Ohio
My Commission Expires 05-27-07

Michelle Roush
Notary Public
My Commission Expires _____

This instrument prepared by:
Michael D. Bridges, Esq.
Baker & Hostetler LLP
65 East State Street, Suite 210
Columbus, Ohio 43215

200300009329
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
02-20-2003 At 09:13 am.
DECLAR AMEN 22.00
OR Book 308 Page 607 - 609

200300009329
PLANNED COMMUNITIES
110 B NORTHWOODS BLVD
COLUMBUS, OH 43235

CONSENT AND SUBORDINATION OF LENDER

Huntington National Bank is the holder of a mortgage on said Subdivision, hereby consents to the foregoing instrument and subordinates its mortgage of record in Volume 69, Page 300, Delaware County Recorder's Office, to the terms hereof, provided however that such subordination by Huntington National Bank shall not be construed as a subordination of its lien to the liens contemplated in Article IV, Section 2 or Article V, Section 2.

Signed and acknowledged
in the presence of:

[Huntington National Bank]

Michelle Woodruff
Print Name: Michelle Woodruff

By: Matthew R. Sapp

Renee J. Fridley
Print Name: Renee J. Fridley

Name: Matthew R. Sapp

Its: Vice President

STATE OF OHIO
County of Franklin ss:

200200027925
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
06-18-2002 At 03:22 pm.
RESTRICT 104.00
OR Book 211 Page 201 - 223
3 NOTATIONS
OHIO FILE BOX
2-754
9-752
69-300

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Matthew R. Sapp, the Vice President of Huntington National Bank, who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said corporation for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of June, 2002.

Renee J. Fridley
Notary Public
My Commission Expires _____

This instrument prepared by:
Michael D. Bridges, Esq.
Baker & Hostetler LLP
65 East State Street, Suite 210
Columbus, Ohio 43215



RENEE J. FRIDLEY
Notary Public, State of Ohio
My Commission Expires 11-30-05

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR NORTH ORANGE SECTION 2, PHASE 3,
PART A**

This Supplemental Declaration of Covenants, Conditions, Restrictions, and Easements for North Orange Section 2, Phase 3, Part A is made as of February 4, 2004, by Planned Communities, LLC, an Ohio limited liability company ("Declarant").

Background Information

A. On June 16, 2002, Declarant caused to be filed and recorded the Declaration of Covenants, Conditions, Restrictions, and Easements for North Orange Section 2, Phase 1 and Section 3, Phase 1 (the "Subdivision") (as subsequently amended and supplemented the "Declaration"), which Declaration was recorded at O.R.V. 211, Page 201, Instrument No. 20020027925, Delaware County, Ohio Recorder's Office.

B. Pursuant to Article V, Section 8 of the Declaration, Declarant reserved the right to expand the Subdivision.

C. Declarant is the owner in fee simple of certain real estate situated in the Township of Orange, County of Delaware and State of Ohio and more particularly described as follows (the "Real Estate"):

Being Lots 6075 through Lot 6110, inclusive, of North Orange Section 2, Phase 3, Part A, as the same are delineated upon the recorded plat thereof, of record in Cabinet 3, Slides 294, 294A, 294B Recorder's Office, Delaware County, Ohio (the "Section 2, Phase 3, Part A Plat").

D. Declarant wishes to submit the Real Property to all terms, covenants, easements and restrictions of the Declaration and to otherwise amend the Declaration as herein provided.

Statement of Amendment

§1. Declarant hereby declares that the Real Property shall be held, sold, conveyed and occupied subject to the covenants, easements and restrictions set forth in the Declaration, as the same is amended herein and as may be subsequently amended, and those set forth on the applicable Additional Plats,, the terms and conditions of which are incorporated herein by reference.

§2. The foregoing provisions and terms of the Declaration are hereby amended as stated herein:

- (a). Article I, Section 6 is hereby amended to read: "Lot" shall mean any Lot described in Paragraph A of the Background Information of the Declaration and any Lot described in any existing or in the future filed Supplemental Declaration related thereto.
- (b). With the exception of the use of the term Plat in Paragraph A of the Background Information of the Declaration, the terms "plat" or "recorded plat" used in the Declaration shall include the Section 2, Phase 3, Part A Plat.

Signed and Acknowledged
in the Presence of:

Debbie A. Ledley
Print Name: Debbie A. Ledley

Amy L. Cagle
Print Name: Amy L. Cagle

PLANNED COMMUNITIES, LLC

By: PLANNED COMMUNITIES, INC., its
Managing Member

By: Terry L. Sternad
Terry L. Sternad, Secretary

STATE OF OHIO :
COUNTY OF FRANKLIN : SS.

The foregoing was acknowledged before me on Jan 7, 2004, by Terry L. Sternad, the Secretary of Planned Communities, Inc., an Ohio corporation and Managing Member of Planned Communities, LLC, an Ohio limited liability company on behalf of the corporation and limited liability company.

Debbie A. Ledley
Notary Public
My commission expires: _____



DEBBIE A. LEDLEY
Notary Public, State of Ohio
My Commission Expires
5-15-2005

CONSENT AND SUBORDINATION OF LENDER

Huntington National Bank, as the holder of a mortgage on said Subdivision, hereby consents to the foregoing instrument and subordinates its mortgage of record in Volume 69, Page 300, Delaware County Recorder's Office, to the terms hereof, provided however that such subordination by Huntington shall not be construed as a subordination of its lien to the liens contemplated in Article IV, Section 2 or Article V, Section 2 of the Declaration.

Signed and delivered in the presence of:

Huntington National Bank

Michelle Roush
Name: Michelle L. Roush
Renee J. Fridley
Name: Renee J. Fridley

By: Matthew R. Sapp
Name: Matthew R. Sapp
Its: Vice President

STATE OF OHIO
County of Franklin ss:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Matthew R. Sapp, the Vice President of Huntington National Bank, who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said national banking assoc. for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of December, 2003.

Renee J. Fridley
Notary Public
My Commission Expires
RENEE J. FRIDLEY
Notary Public, State of Ohio
My Commission Expires 11-20-06

This instrument prepared by:
Michael D. Bridges, Esq.
Baker & Hostetler LLP
65 East State Street, Suite 210
Columbus, Ohio 43215

G:\COdata\mdb4134\PCI - 28002\NorthOrange\NORTHORANGEHOA\Supplemental DeclarationSection2 Phase 3 Part A.doc

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR NORTH ORANGE SECTION 2, PHASE 3,
PART B**

This Supplemental Declaration of Covenants, Conditions, Restrictions, and Easements for North Orange Section 2, Phase 3, Part B is made as of February 4, 2004, by Planned Communities, LLC, an Ohio limited liability company ("Declarant").

Background Information

A. On June 16, 2002, Declarant caused to be filed and recorded the Declaration of Covenants, Conditions, Restrictions, and Easements for North Orange Section 2, Phase 1 and Section 3, Phase 1 (the "Subdivision") (as subsequently amended and supplemented the "Declaration"), which Declaration was recorded at O.R.V. 211, Page 201, Instrument No. 20020027925, Delaware County, Ohio Recorder's Office.

B. Pursuant to Article V, Section 8 of the Declaration, Declarant reserved the right to expand the Subdivision.

C. Declarant is the owner in fee simple of certain real estate situated in the Township of Orange, County of Delaware and State of Ohio and more particularly described as follows (the "Real Estate"):

Being Lots 6513 through 6542, inclusive, of North Orange Section 2, Phase 3, Part B, as the same are delineated upon the recorded plat thereof, of record in Cabinet 3, Slides 295 & 295A, Recorder's Office, Delaware County, Ohio (the "Section 2, Phase 3, Part B Plat").

D. Declarant wishes to submit the Real Property to all terms, covenants, easements and restrictions of the Declaration and to otherwise amend the Declaration as herein provided.

Statement of Amendment


§1. Declarant hereby declares that the Real Property shall be held, sold, conveyed and occupied subject to the covenants, easements and restrictions set forth in the Declaration, as the same is amended herein and as may be subsequently amended, and those set forth on the applicable Additional Plats, the terms and conditions of which are incorporated herein by reference.

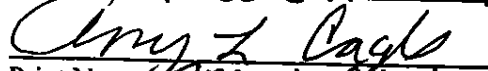
§2. The foregoing provisions and terms of the Declaration are hereby amended as stated herein:

- (a). Article I, Section 6 is hereby amended to read: "Lot" shall mean any Lot described in Paragraph A of the Background Information of the Declaration and any Lot described in any existing or in the future filed Supplemental Declaration related thereto.

- (b). With the exception of the use of the term Plat in Paragraph A of the Background Information of the Declaration, the terms "plat" or "recorded plat" used in the Declaration shall include the Section 2, Phase 3, Part B Plat.

Signed and Acknowledged
in the Presence of:


Print Name: Debbie A. Ledley


Print Name: Amy L. Cagle

PLANNED COMMUNITIES, LLC

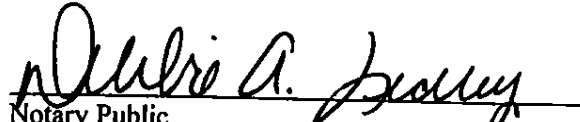
By: PLANNED COMMUNITIES, INC., its
Managing Member

By:


Terry L. Sternad, Secretary

STATE OF OHIO :
COUNTY OF FRANKLIN : SS.

The foregoing was acknowledged before me on Jan. 7, 2004, by Terry L. Sternad, the Secretary of Planned Communities, Inc., an Ohio corporation and Managing Member of Planned Communities, LLC, an Ohio limited liability company on behalf of the corporation and limited liability company.


Notary Public
My commission expires: _____



DEBBIE A. LEDLEY
Notary Public, State of Ohio
My Commission Expires
5-15-2005

200400005523
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
02-09-2004 At 11:18 AM.
REST AMEN 44.00
OR Book 468 Page 2516 - 2518

CONSENT AND SUBORDINATION OF LENDER

Huntington National Bank as the holder of a mortgage on said Subdivision, hereby consents to the foregoing instrument and subordinates its mortgage of record in Volume 69, Page 300, Delaware County Recorder's Office, to the terms hereof, provided however that such subordination by Huntington shall not be construed as a subordination of its lien to the liens contemplated in Article IV, Section 2 or Article V, Section 2 of the Declaration.

Signed and delivered in the presence of:

[Huntington National Bank]

Michelle L. Roush
Name: Michelle L. Roush

Renee J. Fridley
Name: Renee J. Fridley

By: Matthew R. Sapp
Name: Matthew R. Sapp
Its: Vice President

STATE OF OHIO
County of Franklin ss:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Matthew R. Sapp, the Vice President of Huntington National Bank, who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said national banking assoc for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of December, 2003.

Renee J. Fridley
Notary Public
My Commission Expires _____



RENEE J. FRIDLEY
Notary Public, State of Ohio
My Commission Expires 11-20-06

This instrument prepared by:
Michael D. Bridges, Esq.
Baker & Hostetler LLP
65 East State Street, Suite 210
Columbus, Ohio 43215

G:\Codata\mdb4134\PCI - 28002\NorthOrange\NORTHORANGEHOA\Supplemental DeclarationSection2 Phase 3 Part A.doc

NORTH ORANGE

SQUARE FOOTAGE-	2,000 sq. ft. Single Story, 2,200 sq. ft. Two-story or Story and a half.
DRIVEWAYS -	Concrete, asphalt or brick.
EXTERIORS, INCLUDING CHIMNEYS-	Homes shall utilize natural materials such as: Stone, stucco, brick, wood, cultured stone, and eifs or cementitious siding. Aluminum and/or vinyl shall be allowed for trim details only such as soffits, gutters, shutters, etc., but <u>shall not</u> be used as a siding product.
GARAGE DOOR -	Panel
ROOFING -	Dimensional or dimensional look shingles.
WINDOWS -	Wood, wood clad, or vinyl.
WINDOW TRIM -	Relief detail at all windows on elevation where stucco is the primary material.
TYPICAL LOT -	Side yard Setback - 12.5 feet Front yard Setback - 30 feet Rear yard Setback - 35 feet
SIDEWALKS -	4' wide sidewalks required per zoning.
STREET TREES -	Required per zoning 1.5" in caliper, with one tree per lot and 2 trees per corner lots planted 4' behind the sidewalk along public streets.

PARK PLACE AT NORTH ORANGE
FIRST SUPPLEMENTAL DECLARATION:
SUBJECTING NORTH ORANGE SECTION 3, PHASE 2, PART C
TO PARK PLACE AT NORTH ORANGE DECLARATION OF PROTECTIVE
COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND LIENS

This First Supplemental Declaration is made on this 17 day of November 2005, by BOB WEBB PARK PLACE, LLC, an Ohio limited liability company, with offices at 7662 North Central Drive, Lewis Center, Ohio 43035-9400 ("Declarant").

RECITALS

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

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

Being Lots Numbered Seven Thousand Fifteen (7015), Seven Thousand Sixteen (7016), Seven Thousand Seventeen (7017), Seven Thousand Eighteen (7018), Seven Thousand Nineteen (7019), Seven Thousand Twenty (7020), Seven Thousand Twenty-one (7021), Seven Thousand Twenty-two (7022), Seven Thousand Twenty-three (7023), Seven Thousand Twenty-four (7024), Seven Thousand Twenty-five (7025), Seven Thousand Twenty-six (7026), Seven Thousand Twenty-seven (7027), Seven Thousand Twenty-eight (7028), Seven Thousand Twenty-nine (7029), Seven Thousand Thirty (7030), Seven Thousand Thirty-one (7031), Seven Thousand Thirty-two (7032), Seven Thousand Thirty-three (7033), Seven Thousand Thirty-four (7034), Seven Thousand Thirty-five (7035), Seven Thousand Thirty-six (7036), Seven Thousand Thirty-seven (7037), Seven Thousand Thirty-eight (7038), Seven Thousand Thirty-nine (7039), Seven Thousand Forty (7040), Seven Thousand Forty-one (7041), Seven Thousand Forty-two (7042), Seven Thousand Forty-three (7043), Seven Thousand Forty-four (7044) and Seven Thousand Forty-five (7045) of NORTH ORANGE SECTION 3, PHASE 2, PART C, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slides 654 and 654A, Recorder's Office, Delaware County, Ohio.

B. The real property is part of, subject to, and controlled by a Declaration of Covenants, Easements, Restrictions and Assessment Liens for North Orange Residential Subdivision filed June 18, 2002 with the Delaware County Recorder's Office, Volume 0211,

Page 201 ("Master Declaration"). It is intended that this Declaration fully comply with, and to the extent required fully incorporate as if rewritten herein, the terms, conditions, covenants, easements and restrictions set forth in the Master Declaration.

C. Pursuant to the provisions of the Park Place at North Orange Declaration of Protective Covenants, Easements, Restrictions, Assessments and Liens dated August 27, 2003, filed for record September 3, 2003 at 4:07 p.m. in Official Record Volume 415, page 1075, Recorder's Office, Delaware County, Ohio, (the "Declaration") made by Bob Webb Builders, Inc., Declarant has subjected certain real property adjacent to the above-described property and the owners and residents of lots within the same to the covenants, restrictions, easements, charges and liens set forth in said Declaration.

D. Pursuant to the provisions of Article II, Section A of the Declaration, additional lands may be subjected to the provisions of the Declaration; and by these presents, Declarant desires to add the above-described lands thereto.

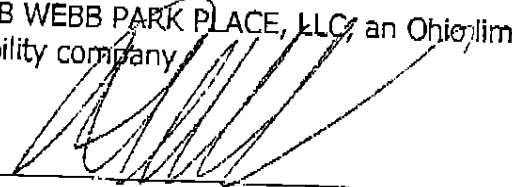
NOW THEREFORE, DECLARANT DECLARES:

1. The aforescribed Lots Numbered 7015 to 7045, both inclusive, of NORTH ORANGE SECTION 3, PHASE 2, PART C (hereinafter together with the original Park Place at North Orange referred to as the "Subdivision") and each part thereof, and the owners and residents of each part thereof, shall be held, transferred, sold, conveyed and occupied subject to and benefited by, as the case may be, all of the covenants, restrictions, easements, charges and liens set forth in the Declaration, and the same shall run with and be continuing restrictions, easements, charges and liens, as the case may be, upon that property and each grant thereof.

2. The provisions of the Declaration are hereby incorporated herein by reference, as fully and completely as if rewritten herein.

Signed this 17th day of November, 2005.

BOB WEBB PARK PLACE, LLC, an Ohio limited liability company

By 
Robert A. Webb, President

STATE OF OHIO, COUNTY OF DELAWARE, ss.:

BE IT REMEMBERED, that on this 17th day of November, 2005, before me, the subscriber, a Notary Public in and for said county and state, personally appeared the above-named Bob Webb Park Place, LLC, by Robert A. Webb, its President, who, under

penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said person.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Patricia E. Delph
Notary Public



Patricia E. Delph
Notary Public, State of Ohio
My Commission Expires 8-14-2008

This Instrument Prepared by:
Manos, Martin, Pergram & Dietz Co., LPA
50 North Sandusky Street
Delaware, OH 43015-1926
(740) 363-1313

G:\Data\Clients\Business Entities\A-D\Bob Webb Park Place, LLC\First Supplemental Declaration.doc
T10868-107

200500047244
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
11-18-2005 At 09:22 am.
DECLAR SUPP 60.00
OR Book 667 Page 377 - 379

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

PARK PLACE AT NORTH ORANGE
DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS, RESTRICTIONS,
ASSESSMENTS AND LIENS

This is a Declaration of Protective Covenants, Easements, Restrictions, Assessments and Liens made on this 27th day of August, 2003, by BOB WEBB BUILDERS, INC., an Ohio corporation, with offices at 7662 North Central Drive, Lewis Center, Ohio, 43035 ("Declarant"), and by KATHY L. STONEKING and RICHARD J. DANKE AND SARA L. DANKE.

Recitals

A. Declarant is the owner in fee simple of the following REAL PROPERTY: See attached Exhibit A, generally being 43 lots numbered 5526 through 5531, 5533 through 5565, and 5567 through 5570, inclusive; Kathy L. Stoneking is the owner of Lot 5532; and Richard J. Danke and Sara L. Danke are the owners of Lot 5566 of North Orange Section 3, Phase 1, as said lots are numbered and delineated upon the recorded plat thereof of record in Plat Cabinet 2, Slide 754-754A-754B-754C, Recorder's Office of Delaware County, Ohio ("Subdivision"). References to "subdivision," "real property," and "lots" hereinafter shall include all lots, numbered 5526 through 5570, inclusive.

B. The real property is part of, subject to, and controlled by a Declaration of Covenants, Easements, Restrictions and Assessment Liens for North Orange Residential Subdivision filed June 18, 2002 with the Delaware County Recorder's Office, Volume 0211, Page 201 ("Master Declaration"). It is intended that this Declaration fully comply with, and to the extent required fully incorporate as if rewritten herein, the terms, conditions, covenants, easements and restrictions set forth in the Master Declaration.

C. Declarant desires to develop the Subdivision and additional adjacent land to be platted at a later date as an attractive and pleasant Subdivision for the benefit of future owners of the lots therein and for Declarant as well, and for said purpose to create and establish restrictions, easements and protective covenants; to establish a homeowners' association ("Association") to assist in the development and operation of said Subdivision and in the administration of the terms and conditions herein contained; and, to retain in the Master Declaration and Declarant, or the homeowners' association, as provided herein, plan approval of the residences, and all improvements to be constructed on said lots.

D. Declarant intends, during the course of development of the Subdivision, to construct a certain entranceway to the Subdivision on or along Abbott-Downing Boulevard, as noted and described in plans for the Subdivision, along Overland Trail, and to install landscaping, and may install lighting, at said entranceway, to provide for the servicing and maintenance of the improvements and landscaping at the entranceway by the Association for the benefit of Declarant as well as the Lot Owners in the Subdivision.

E. Declarant may designate certain lots or areas as Common Areas for the use and enjoyment of all Lot Owners, and convey title to such Common Areas to the Association.

F. Kathy L. Stoneking and Richard J. Danke and Sara L. Danke purchased two lots from Declarant before these Covenants, Restrictions, Easements, Assessments and Liens were recorded, and by their signature hereon, desire that their lots be subject to the Covenants, Restrictions, Easements, Assessments and Liens, to the same extent as Declarant's property set forth herein.

Covenants, Restrictions, Easements, Assessments and Liens

Now, therefore, Declarant hereby declares that the Lots, entranceway, and Common Areas, if any, shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions which are for the purpose of providing a uniform plan for the improvement, development, use, occupancy and enjoyment of said Lots in the Subdivision, preserving the Lots as a harmonious, desirable Subdivision, and protecting the values and desirability of the Lots. These Covenants, Easements, Restrictions, Assessments and Liens shall run with the Lots,

and each part thereof, and be binding on all parties having any right, title or interest in the Lots, or any part thereof, and their respective personal representatives, heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, by each Lot Owner, and their respective personal representatives, heirs, successors and assigns, and by the Association. The following residential area covenants, in their entirety, shall apply to all the numbered lots of North Orange Section 3, Phase 1, and as developed and subjected to this Declaration, future phases.

ARTICLE I DEFINITIONS

- (A) "Association" means Park Place at North Orange Homeowners' Association, its successors and assigns.
- (B) "Common Area" means all real property owned by the Association and designated by the Association for the common use and enjoyment of the Lot Owners.
- (C) "Declarant" means Bob Webb Builders, Inc., an Ohio corporation.
- (D) "Lot" means each lot on the recorded Subdivision plat referred to above with the exception of the Common Areas and any area designated easement "Open Space."
- (E) "Maintenance" means the exercise of reasonable care to keep entranceways, easements, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.
- (F) "Member" or "Members" means every person or entity who holds membership in the Association by virtue of being a Lot Owner.
- (G) "Lot Owner" means the record owner(s) of a fee simple title, in whole or in part, to any Lot, but shall not include those holding title merely as security for the payment of a debt or the performance of an obligation. For the purposes of this Declaration, unless the context mandates to the contrary, the record owners of the fee simple title to a Lot shall collectively, and jointly and severally, be considered to be a single Lot Owner of the Lot.
- (H) "Subdivision" means the subdivided real property herein described, specifically the Real Property described in Recital A above, and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

ARTICLE II THE ASSOCIATION

(A) FORMATION: Simultaneously with its execution hereof, Declarant shall establish an Ohio not for profit corporation, named Park Place at North Orange Homeowners' Association (the "Association"), to administer the maintenance of the entranceway and landscaping in the Common Areas. 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 landscaping in the Common Areas, if any, and to enforce restrictions and conditions under which the maintenance will be carried out, and to enforce the terms and conditions of this Declaration, all as set forth herein. The Association may, by a majority vote, elect to be exempted from taxation as an exempt association pursuant to IRS Reg. §1.528-8. Further, land adjacent to North Orange Section 3, Phase 1, specifically additional land to be platted as Phase 2, may be added to the plan created by this Declaration to take advantage of the economies of scale and thereby to reduce costs for each Lot and to accomplish similar objectives.

(B) ASSOCIATION MEMBERS: Every Lot Owner shall become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Each Lot Owner, including Declarant, shall be entitled to one (1) vote on each matter submitted to vote of the Members for each Lot owned by

him, her or it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one (1) vote.

(C) BY-LAWS AND RULES AND REGULATIONS: The Association may enact at any time, and from time to time, by-laws to govern the affairs of the Association and reasonable rules and regulations concerning maintenance and use of the gated entranceway and landscaping in the Common Areas. Each Lot Owner agrees to abide by and comply with any such rules and regulations.

(D) MASTER DECLARATION: Notwithstanding anything herein to the contrary, nothing herein is intended to be contrary to the requirements and provisions of the Master Declaration of Covenants, Easements, Restrictions and Assessment Liens for North Orange Residential Subdivision. Pursuant to the terms of that Master Declaration, each Lot Owner shall become a member of the North Orange Homeowners' Association. To the extent that there are any contrary provisions, the Master Declaration will control over this Declaration.

ARTICLE III RESTRICTIONS

(A) USE OF LOTS: Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof. No Improvements may be constructed by a Developer or Lot Owner on any Lot, until and unless the plans therefor have been approved by the Declarant of the Master Declaration and upon approval of the Declarant herein or, upon its formation, the Architectural Review Committee as provided herein below as provided for hereinafter.

(B) USE OF COMMON PROPERTY: Any Common Property may be used only in accordance with the purposes for which it is intended and/or any applicable revisions thereto. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants of the Lots, and shall comply with the provisions of this Declaration, the Master Declaration, and the laws of the State.

(C) SUBMISSION OF PLANS:

(1) APPROVALS: Declarant shall retain all rights of plan approval until the sale and completion of construction on all lots in North Orange Section 3, at which time an Architectural Review Committee ("Architectural Review Committee" or "Committee") shall be formed by Declarant, or the Association, for the purpose of enforcing the General Architectural Design Standards and establishing and maintaining such other specific architectural guidelines and standards for the development of all said Lots within the Subdivision as determined by the Committee. Upon the creation of the Committee every reference in this subsection (C)(1), (E) and (R), to Declarant shall mean Committee. (Notwithstanding anything to the contrary, herein, all requirements as to plan approval set forth in the Master Declaration shall also be applicable, in addition to the plan approval set forth in this paragraph.)

No tree removal, excavation, construction or other site work, which would alter the Lot from its condition when purchased, shall be commenced, except for imminent use for the construction of a residence on a Lot. No materials shall be stored on any Lot by the Lot Owner, or his agents, heirs, successors or assigns, nor shall any substantial change or alteration thereof be made to a residence or structure previously constructed pursuant to this section, unless the same shall be done strictly in accordance with the plat, building and landscaping plans and specifications thereof which the Declarant, or the Committee, as the case may be, shall have approved in writing prior to the commencement of any such work or use.

Each Lot Owner shall be required to submit two (2) sets of complete building and site plans with specifications for the building(s) and structure(s) intended to be erected on a Lot, to the Declarant, or the Committee, as the case may be, setting forth the general arrangements of the interior and exterior of the building and/or 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, chimneys, driveways and walkways, and detailing the location of the

building and/or structure 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. In addition, Lot Owner shall provide proof of approval under the applicable terms of the Master Declaration. Approval shall not be unreasonably withheld if, among other factors, the proposed improvements, including design, exterior materials and colors, are harmonious with improvements on neighboring Lots, and the same comply with all the restrictions herein and all applicable laws. If the Declarant approves the plans, it shall note its approval on such plans and specifications and shall return one (1) set to the applicant and retain one (1) set. If the Declarant or the Committee, as the case may be, disapproves said plans and specifications, one set shall be returned to the applicant, who may revise and resubmit said plans and specifications until approval is received. The provisions of this paragraph shall not apply to any interior change, alterations, arrangement or decoration.

Each Lot Owner, by acceptance of a deed to a Lot, further acknowledges that in considering plans and specifications submitted, the Declarant or the Committee, as the case may be, 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 aesthetic and/or economic value of neighboring Lots and the overall development of the Subdivision. Each Lot Owner, by acceptance of a deed to a Lot, acknowledges that the Declarant or the Committee, as the case may be, may require submission of samples of materials to be used in the construction of said residence as a condition of the approval of said plans and specifications. Each Lot Owner further acknowledges that the Declarant or the Committee, as the case may be, 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 to any Lot Owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

(2) ARCHITECTURAL REVIEW COMMITTEE: The Committee shall consist initially of Declarant, but after plan approval is the responsibility of the Committee, the Committee shall be appointed by the governing body of the Association.

(D) HAZARDOUS ACTIONS OR MATERIALS: Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property, if any, that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Declarant or Developers from construction activities consistent with their construction practices, nor any Lot Owner from any permitted use.

(E) SIGNS: No signs of any character shall be erected, posted or displayed upon the Real Property, except: (i) marketing signs installed by a Developer while marketing the Lots and residences for sale; (ii) subdivision, Development Phase or other appropriate entry signage installed at Park Place at North Orange by the Homeowners' Association, the Declarant or a Developer; (iii) one temporary real estate sign not to exceed four square feet in area advertising that such Lot is for sale; and (iv) signage approved by the Declarant and permitted under applicable zoning/signage ordinances in connection with the use of any non-residential Parcels. All street signs shall meet the design standards established by Declarant of the Master Declaration and Declarant, and, subject to controlling governmental regulations, shall be located only where approved by the Declarant.

(F) NUISANCES: No noxious or offensive trade or activity shall be permitted on the Real Property or within any dwelling located on the Real Property.

(G) BUSINESS: No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Lots without the prior written approval of the Declarant or Association. The provisions of this Section shall not prohibit a Lot Owner or resident from conducting a "home business" which does not involve non-resident employees at, or retail sales to customer's visiting, the Lot from which such home business is conducted.

(H) STORAGE: No open storage of any kind is permitted on any Lot. No storage buildings of any kind are permitted on Lots including without limitation, sheds or barns.

(J) ANIMALS: No animals, birds, insects, reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other household pets which are customarily kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. Vietnamese pigs, homing pigeons and other novelty animals are prohibited. 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. No such animal shall be permitted off the Lot of the Owner of such animal, except if properly leashed. No animal shall be permitted to remain outside of the residence overnight or for a period of time longer than twelve hours.

(K) VEHICLES: Except within a garage, no automobile or motor-driven vehicle shall be left upon any Lot for a period longer than seventy-two (72) hours in a condition where 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 thereon. The cost of such removal shall be born by Lot Owner and may be assessed against Lot. No trucks, commercial vehicles, boats, trailers, recreational vehicles, campers or mobile homes shall be parked or stored on any street, on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, motorcycles, passenger vans and any vehicle other than a pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.

(L) ANTENNAE; CLOTHESLINES: No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one meter, erected or installed to eliminate visibility from the street which the dwelling fronts. Permits may be required for such dishes. No outdoor clotheslines shall be permitted on any Lot, nor shall the outdoor drying of laundered clothes on structures or improvements other than "clotheslines" (but which serve the same purpose), be permitted.

(M) UTILITY LINES: All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

(N) TANKS; WELLS: No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. No wells of any sort or description shall be permitted on any Lot.

(O) MAILBOX: Declarant of the Master Declaration shall designate a uniform style of curbside mailbox for all Lots, and shall establish siting parameters for the locations thereof. If any mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as designated by Declarant.

(P) YARD LIGHTS AND LAMP POSTS: All yard lights and lampposts shall conform to the design and location standards set forth by the Declarant, in accordance with the Master Declaration.

(Q) FENCING: The Declarant of the Master Declaration shall have the authority to establish standards according to which fencing may be permitted. Said authority shall include the power to prohibit fencing entirely, to prohibit or permit fencing of certain types or in certain areas, and to prohibit or permit fencing of certain types in certain areas. The Declarant of the Master Declaration may establish, and all fencing shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool, and

patio enclosure fencing or other types of fencing. If fencing is permitted, all fence plans must be approved by the Declarant of the Master Declaration and the Declarant or Association, in writing, prior to the installation thereof. Permits may be required for the installation of fences.

(R) SWIMMING POOLS; RECREATIONAL STRUCTURES: No above ground swimming pool which requires a filtration system or is more than six (6) feet in diameter and 18 inches deep shall be permitted upon any Lot. If an in-ground pool is installed on any Lot, all fencing around said pool shall meet the Declarant of the Master Declaration and Declarant or Association's standards. All swing sets, teeter-totters, merry-go-rounds, sand boxes, play houses, forts and any and all other forms of children's recreational structures shall require written consent before being permitted upon any Lot.

(S) LAKES AND PONDS: No Owner or any other person, shall have access to, or the right to use, any lake, pond, stream or other body of water in or adjacent to the Subdivision for boating, swimming, fishing or any other purpose without the written permission of the Declarant of the Master Declaration, Declarant or the Association.

(T) ENTRANCE WALLS, FENCING, SUBDIVISION IDENTIFICATION SIGNS, EARTHEN MOUNDS AND LANDSCAPING: The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed on, over, under or through any of the Lots, or by any Developer, shall not be removed or changed except by the Declarant of the Master Declaration, Declarant herein or by a Developer with consent of one of the above, who shall have the right to enter the Lots to do so. They shall be maintained in good condition by the Association, or, if not, by the Owners of Lots on which such features are located.

(U) TREE REMOVAL: No trees shall be removed from the Property except as disclosed in plans submitted to and approved by the Declarant of the Master Declaration and Declarant or Association. Any tree removed contrary to the provision hereof shall be replaced at a location and with a tree or trees (all as approved by the Declarant of the Master Declaration and Declarant or Association) of comparable caliper and species of the tree so removed. There may also be levied fines against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this section. The fines may be assessed by Declarant or Association and the amount of such a fine shall be discretionary, but in any event shall not exceed the greater of two times the measurable economic gain to the Owner of having the tree(s) removed, or \$1,500.00.

(V) 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(s) erected upon the Lot and not viewable from either the street or adjoining Lots. This restriction refers specifically, but not exclusively, to such activities as automobile, bicycle, moped, motorboat, boat and sailboat repair, and sports activities.

(W) 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, floodways or other drainage configurations. The finished grade of any Lot or Lots, or parts thereof, shall comply with the finished grading and drainage plan as set out in the master plan of the Subdivision, subject to modification by the County Engineer's Office.

ARTICLE IV
OBLIGATIONS OF LOT OWNERS TO REPAIR AND REBUILD

Each Lot Owner shall, at such Lot Owner's sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition at the time of its initial construction excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Lot Owner, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within eight (8) months of commencement, unless prevented by causes beyond the control of the Lot Owner.

**ARTICLE V
ACCEPTANCE**

By accepting a deed to any of the Lots, a grantee accepts the same subject to this Declaration, the Declaration of Covenants, Easements, Restrictions and Assessment Liens for North Orange Residential Subdivision, and agrees for himself or herself, his or her heirs, successors and assigns to be bound jointly.

**ARTICLE VI
MAINTENANCE**

(A) MAINTENANCE OF ENTRANCEWAY AND ALL GRASS AND LANDSCAPING OF COMMON AREAS, IF ANY, BY DECLARANT AND ASSOCIATION: Until (a) the sale and completion of not less than seventy-five percent (75%) of all of the dwellings in all Phases, or (b) January 1, 2005, whichever shall first occur, Declarant shall be responsible for the reasonable and proper maintenance of the entranceway and all grass and landscaping of Common Areas, if any. On (a) January 1, 2005, or (b) the January 1st immediately following the date upon which seventy-five percent (75%) of all of the Lots of all Phases, with residential dwellings thereon, 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 said entranceway and all grass and landscaping of Common Areas, if any. Until such turnover date, all improvements and maintenance costs in connection with the foregoing shall be completed by Declarant and paid for with an initial assessment in an amount determined by the Declarant as to each Lot, to be paid by the Lot Owner upon purchase and ongoing thereafter, and to be paid by Declarant as to each Lot, upon sodding/seeding of the lawn. No assessment shall be initially due from Declarant as to any Lot that has no seed/sod. Improvements shall include such fencing, walls, lighting, landscaping and signage and other attributes as Declarant, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. Declarant, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association and, when permitted by law, shall convey ownership of any Lots or Common Areas to the Association. Each Lot Owner shall be responsible for maintenance of his Lot and any easements thereon, unless the responsibility of such maintenance has been expressly assumed by the Association in writing.

(B) ALTERATIONS: Once the Association has assumed the responsibility for maintaining the entranceway and Common Areas, if any, no building, wall, fence, other structure or landscaping shall be added to or removed from the entranceway and Common Areas, without the express consent, 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 and Common Areas.

(C) AUTHORITY TO ASSIGN OR ENTER INTO CONTRACTS: Any of the rights, powers, duties and obligations of the Association, which in this instrument are to be assumed by the Association, may, after such assumption, be assigned or transferred by the Association to any one or more corporations, associations or entities which shall agree to assume said rights, powers, duties and obligations and carry out and perform the same. Further, the Association shall have the power and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

**ARTICLE VII
ASSESSMENTS**

(A) ASSESSMENTS FOR OPERATIONS AND CAPITAL IMPROVEMENTS: The Association shall be empowered to collect assessments for the promotion of the health, wealth, safety, welfare and recreation of the residents in the Subdivision, and for the improvement and maintenance of the entranceway and Common Areas, if any. Annual assessments shall include expenses of, and the Association shall acquire and pay for out of funds derived from annual assessments, the following:

- (a) Maintenance of the entranceway and other Common Areas.

- (b) Construction, repair or replacement of capital improvements to the entranceway and Common Areas.
- (c) Payment of real estate taxes on the entranceway and Common Areas.
- (d) Necessary utility service for the entranceway and Common Areas.
- (e) Acquisition of furnishings and equipment for the entranceway, lawns and Common Areas as may be determined by the Declarant or by the Association, as the case may be.
- (f) Liability insurance in such limits as determined by the Declarant or the Association, as the case may be, insuring the Declarant and/or Association against any and all liability to the public, to any Lot Owner, or to the invitees or tenants of any Lot Owner arising out of their occupation or use of the Common Areas.
- (g) Property and casualty insurance, if appropriate.
- (h) Workers' Compensation insurance to the extent necessary to comply with applicable law, and any other insurance including "directors and officers" insurance as deemed necessary by the Association.
- (i) A standard fidelity bond covering all members of the Board of Directors, and all other employees, of the Association.
- (j) Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or By-laws of the Association, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the maintenance of the entranceway and operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.
- (k) Creation of reserves.

(B) LEVY OF ASSESSMENTS: Any assessments established by the Association (except as set forth in Article VI(A) above), 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 thirty (30) days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

Notwithstanding the foregoing, for the purpose of providing funds for maintenance, repairs and improvements of the entranceway and Common Areas, and expenses and costs incurred by the Association, the Association may, prior to January 1 of each year, determine an estimated budget for the following calendar year and establish an equal assessment as to each Lot, payable in advance, annually or in such periodic installments as the Association determines.

(C) LIENS: 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 Delaware County, Ohio, Recorder, a notice of lien describing the Lot, the assessment amount and interest due, costs, and reasonable attorney fees, and executed in accordance with the formalities then required to record a lien against real estate. All assessments, together with interest, costs and reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest, costs and attorney fees, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due.

(D) CERTIFICATES: Upon written demand by a Lot Owner, the Association shall, within a reasonable period of time, issue and furnish to each Lot Owner a certificate stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all assessments and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot which is the subject of the certificate.

(E) INDIVIDUAL LOT ASSESSMENTS: Each Lot Owner shall comply, or cause compliance with, all covenants, requirements, and obligations contained herein, including all rules and regulations promulgated by Declarant or the Association and the Master Declaration, as the case may be. Upon the failure of a Lot Owner to comply with such covenants, requirements and obligations, rules and regulations, the Declarant or the Association or the Declarant of the Master Declaration, or its Association as the case may be, in addition to any enforcement rights they may have hereunder, may take whatever action it deems appropriate to cause compliance, including, without limitation, repair, maintenance and reconstruction activities, and the removal of improvements or any other action required to cause compliance with this Declaration. All costs incurred by Declarant or by the Association, the Declarant of the Master Declaration, or its Association, as the case may be, in procuring such compliance including reasonable attorney fees, together with the interest at such lawful rate, as may be established from time to time, shall be immediately due and payable by the Lot Owner(s) to the Declarant or the Association, the Declarant of the Master Declaration, or its Association as the case may be, and the Declarant or the Association, the Declarant of the Master Declaration, or its Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest therein, which lien shall be filed in the office of the Delaware County, Ohio Recorder.

(F) LIENS SUBORDINATE: Notwithstanding the provisions of the foregoing paragraph, the lien of any 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 Declarant or the Association and the Master Declaration 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 such Lot.

ARTICLE VIII EASEMENTS

(A) EASEMENTS OF ENJOYMENT: Every Lot Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Lot, which rights and easements shall be appurtenant to and shall pass with the title to a Lot, subject to the right of the Declarant or the Association to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Lot. Any Lot Owner may delegate that Lot Owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that Lot. This right is subject to the right of the Declarant or the Association, as the case may be, to (1) suspend the right of use of recreation facilities or Common Areas and the voting rights of any Lot Owner for periods during which assessments against said Owner's Lot remain unpaid, and the right, after hearing by the Declarant or the Association, as the case may be, to suspend such rights for a period of time as deemed appropriate by the Declarant or the Association, as the case may be, for violation of the rules and regulations; and (2) to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility, for such purposes and subject to any conditions as may be agreed on by the Lot Owners.

(B) EASEMENTS FOR DRAINAGE: Easements for the installation and maintenance of drainage channels and facilities are reserved as shown on the recorded plat and other instruments of record. Within the limits of these Drainage Easements, the grade specified on the master grading plan must be complied with, and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation, or maintenance of the utilities, or which may change the direction of the flow of drainage channels or may obstruct or retard the flow of water through drainage channels within the Drainage Easements. The easement area of each Lot shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility is responsible, or unless otherwise provided in this Declaration.

(C) EASEMENTS FOR UTILITIES: In addition to the foregoing, there is hereby created upon, over and under all of the Subdivision easements to the Declarant and to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Declarant and the Association to grant to the providing company permission to construct

and maintain the necessary equipment, wires, circuits, conduits, water lines, pipes, etc. on, across and under the Subdivision, so long as such equipment, wires, circuits, conduits and pipes do not unreasonably interfere with the use and enjoyment of the Subdivision property or any Lots and are located underground. Should any company furnishing a service request a specific easement by separate recordable document, the Declarant or the Association, as the case may be, shall have the right to grant such easement without conflicting with the terms hereof.

(D) EASEMENT FOR SERVICES: A nonexclusive easement is hereby granted to all police, fire fighters, ambulance operators, mail carriers, delivery people, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas, if any, in the performance of their duties.

(E) EASEMENTS RESERVED TO DECLARANT: Nonexclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the entranceway and Common Areas, if any, (a) for access of and for the purpose of completing improvements for which provision is made in this Declaration, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Lot purchasers, and (c) for the initial sales period, to maintain one or more Lots for construction, sales and management offices and for storage and maintenance, and parking areas for construction and sales purposes.

All rights and easements reserved to Declarant, its successors and assigns, pursuant to this paragraph, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Lot Owners.

(F) POWER OF ATTORNEY: Each Lot Owner, by acceptance of a deed to a Lot, appoints Declarant or the Association, as the case may be, his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Lot Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Declarant or the Association or its authorized representative, to further establish or effectuate the easements provided for in the preceding paragraph. This power is for the benefit of each and every Lot Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

(G) GENERAL: The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot. Said easements and covenants shall also relate to the entranceway for the benefit of and to protect the interests of the public, Declarant, the Association, each Lot Owner, and their respective personal representatives, heirs, successors and assigns. Such easements shall at all times be open and accessible to quasi-public utility companies, their employees and contractors and shall also be open and accessible to Declarant, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements were reserved.

ARTICLE IX MISCELLANEOUS

(A) TERM: These covenants are to run with the Lots and shall be binding on all Lot Owners 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 Lot Owners is recorded, agreeing to change said covenants in whole or in part.

(B) ENFORCEMENT: Enforcement of the provisions of this Declaration shall be by proceedings in law or in equity, or both, by any Lot Owner, Declarant, or the Association, against any person or persons violating or attempting to violate any covenant, restriction or prohibition of this Declaration, or failing to honor an obligation imposed herein, either to restrain violation, compel performance, or recover damages, including reasonable attorney fees and costs. No failure to object to any violations of any covenant, restriction or prohibition or to enforce any

covenant, restriction or prohibition 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. If the Declarant or the Association establishes by rule a procedure for dispute resolution, no action may be taken hereunder until such procedure is complied with.

(C) **SEVERABILITY:** Each of the provisions, covenants, restrictions and prohibitions contained herein is independent and separate and in the event any one or more shall, for any reason, be held invalid or unenforceable all those remaining shall nevertheless remain in full force and effect.

WITNESS his hand this 27th day of August, 2003.

BOB WEBB BUILDERS, INC, an Ohio Corporation

By: [Signature]
Robert A. Webb, President

STATE OF OHIO
COUNTY OF DELAWARE, SS:

BE IT REMEMBERED, That on this 27th day of August, 2003, before me, the subscriber, a Notary Public in and for said state, personally came Bob Webb Builders, Inc., an Ohio Corporation, by Robert A. Webb, President, and acknowledged the signing of this document to be his and its voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]
Notary Public



Patricia E. Delph
Notary Public, State of Ohio
My Commission Expires 8-14-2008

WITNESS her hand this 28th day of August, 2003.

[Signature]
Kathy L. Stoneking

STATE OF OHIO
COUNTY OF DELAWARE, SS:

BE IT REMEMBERED, That on this 28th day of August, 2003, before me, the subscriber, a Notary Public in and for said state, personally came Kathy L. Stoneking, and acknowledged the signing of this document to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]
Notary Public



Patricia E. Delph
Notary Public, State of Ohio
My Commission Expires 8-14-2008

WITNESS their hands this 27th day of August, 2003.

Richard J. Danke 8-27-03
Richard J. Danke

Sara L. Danke 8-27-03
Sara L. Danke

STATE OF OHIO
COUNTY OF DELAWARE, SS:

BE IT REMEMBERED, That on this 27th day of August, 2003, before me, the subscriber, a Notary Public in and for said state, personally came Richard J. Danke and Sara L. Danke, and acknowledged the signing of this document to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Patricia E. Delph
Notary Public



Patricia E. Delph
Notary Public, State of Ohio
My Commission Expires 8-14-2008

THIS INSTRUMENT PREPARED BY: MANOS, MARTIN, PERGRAM & DIETZ CO., LPA, 50 NORTH SANDUSKY STREET, DELAWARE, OHIO 43015-1926. 740-363-1313.

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DELAWARE COUNTY, OHIO
KAY E. CONKLIN
09-02-2003 At 04:07 pm.
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MANOS MARTIN PERGRAM
& DIETZ BOX