



DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENTS
FOR
WEDGEWOOD

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DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENTS FOR WEDGEWOOD

This is a declaration of covenants, easements, and restrictions, "the Declaration", made on or as of this _____ day of _____, 1990, by WEDGEWOOD VENTURE, an Ohio general partnership, "Declarant".

Background

A. Declarant is the owner in fee simple of the following real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 1472 through 1636, inclusive, and Reserves A through S, inclusive, of Wedgewood Section 2, as the same are described and delineated upon the recorded plat thereof, recorded in Plat Book _____, pages _____ through _____, inclusive, of record in the Delaware County, Ohio Recorder's Office;

Being a subdivision of single family lots and being all of the property (except dedicated streets) in Wedgewood Section 2, hereinafter called "the Subdivision".

B. Declarant and/or others own or may acquire additional property contiguous or adjacent to the Subdivision in the areas described hereinafter as the "Additional Property", which may be subdivided and developed into additional Wedgewood residential subdivisions, and subjected to the plan created hereby. This property, when and as subdivided in the future into additional sections of Wedgewood, together with the Subdivision, are collectively sometimes referred to herein as "the Subdivisions", and all of the property at any time subject to the provisions hereof is referred to herein as "the Property".

C. Each of the lots in the Subdivision, and each lot in the Additional Property when it becomes a part of the Property, is referred to herein as "a Lot", and collectively "the Lots". A "Lot owner" is each owner of a fee simple interest in a Lot.

D. From time to time, as Subdivisions are created, reserves will be established of areas that are designed to benefit all of the Property, and its owners, including, without limiting the generality of the foregoing, subdivision entryways, street and cul de sac islands, and mounded and open green areas. When subjected to this plan those areas are referred to herein as "Common Property". Those areas in the Subdivision presently consist of Reserves A through M, inclusive, and perhaps in the future, upon development of the same, at Declarant's sole discretion, may consist of portions of the remaining reserves,

Reserves N through S, inclusive, that are not dedicated as streets or developed into future Lots.

E. Declarant desires to provide for the preservation of the values of and amenities in the Subdivision, and, when added to this plan, future Subdivisions, for the benefit of the present and future owners and occupants of property in the Subdivisions. To these ends Declarant is hereby creating a plan of covenants, easements, restrictions, and assessments for the Subdivision and Additional Property hereafter subdivided, developed and subjected to this plan, in order to provide for the ownership, use and maintenance of the Common Property, the construction of improvements on and the environmental control of the Property, the use of the Property, the security of Property owners and occupants, and the maintaining of the Property as an integrated high quality residential community.

F. Declarant deems it desirable for the accomplishment of these objectives to create an agency to which is delegated and assigned the nonexclusive right and obligation to administer and enforce the provisions hereof and to collect and disburse the funds necessary to accomplish these objectives. Accordingly, Declarant has caused to be incorporated WEDGEWOOD OWNERS ASSOCIATION, "the Association", as a nonprofit corporation, under and pursuant to the laws of Ohio, whose members are and will be the owners of Lots, and when and as future Subdivisions are created and subjected to the provisions hereof, the owners of Lots in those Subdivisions.

COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS

NOW THEREFORE, Declarant hereby declares that all of the Property (which presently constitutes all of the Lots and Common Property in the Subdivision) 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 Property, and each part thereof, and be binding on all parties having any right, title or interest therein, 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, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Association and its successors and assigns.

ARTICLE I

THE PROPERTY

Section 1. Property Subject. The property which initially is and shall be held, transferred, sold, conveyed and occupied

subject to the terms of this Declaration, and which initially constitutes all of the Property, is each Lot in the Subdivision and Reserves A through M, inclusive.

Property dedicated to public use, and Reserves N through S, inclusive, are not a part of the Property nor subject to the provisions hereof and the plan created hereby.

Section 2. Additional Property. The Additional Property is that property that lies in the area bounded on the north by S.R. 750, on the south by the boundary line between Delaware and Franklin Counties, Ohio, on the west by S.R. 257, and on the east by Sawmill Road, and situated in Liberty Township, Delaware County, Ohio, and a part of Farm Lots 12, 17, 19, 20, 21 and 22 in Quarter Township 3, Township 3, Range 19, United States Military Lands. Declarant, for itself and its successors, reserves the right, from time to time, and to assign this right to other developers, from time to time, to add to the Property and make subject hereto Lots and Common Property that may be created from the Additional Property, by filing of record supplemental declarations extending the scheme hereof to such other properties, and thus making that property part of the Property. Supplemental declarations describing such property and adopting by reference the provisions hereof shall be sufficient to subject such property to the provisions hereof. In addition, such supplemental declarations may contain such supplementary additions and modifications hereof as may be necessary to reflect the different character, if any, of the property added, and as are not inconsistent with the scheme of this Declaration. Upon the addition of property to this plan the Lots therein and the owners thereof shall be subject to and benefitted by the provisions hereof applicable to Lots and the owners thereof; and the Common Property, provided it meets the criteria for Common Property hereinafter provided, shall be subject to and benefitted by the provisions hereof applicable to the Common Property.

Section 3. Common Property.

(a) Definition. As mentioned, the Common Property shall consist, initially, of Reserves A through M, inclusive, of the Subdivision. From time to time, as Subdivisions are created, Declarant, its successors or assigns, may establish lots or reserves of areas (including Reserves N through S, inclusive, or portions thereof) that are designed to benefit all of the Property, and its owners, including, without limiting the generality of the foregoing, subdivision entryways, drainage areas, and mounded, landscaped and open areas. Those areas, when subjected to the plan hereof, shall become part of the Common Property if so designated in the supplemental declaration subjecting the same to this plan. Subject to the limitation that

areas becoming Common Property be designed to benefit all of the Property, Declarant, in its sole discretion, shall determine whether or not such areas shall be made a part of the Common Property.

(b) Conveyance to Association. On or before the earlier of (i) January 1, 1991 and (ii) the date all Lots in the Subdivision have been sold to bona fide purchasers, and the sales thereof have been closed, Declarant shall convey the Common Areas in the Subdivision to the Association by transferable and recordable general warranty deed, free and clear of all liens and encumbrances except (i) the restrictions, easements and agreements set forth herein, (ii) utility easements, (iii) real estate taxes and assessments, if any, the installments of which are not then due and payable, and (iv) zoning and building laws and regulations. Common Property in the Additional Property subjected to this plan shall be conveyed by the owner thereof to the Association on or before the earlier of (i) one year from the date the Common Property was subjected to this plan, (ii) the date that all Lots in the subdivision in which the Common Property added to the plan are situated have been sold by the developer thereof and the sales thereof have been closed, and (iii) such earlier date as may be specified by Declarant, by transferable and recordable general warranty deed, free and clear of all liens and encumbrances except as noted, above.

(c) Use of Common Property. The Common Property shall not be used for any purposes other than those for which designed and other than for the benefit of the community as a whole, subject to such reasonable rules and regulations as the trustees of the Association ("the trustees") may from time to time establish.

(d) Maintenance of Common Property. The Association shall maintain the Common Property, and all improvements thereon, in a clean, neat condition, and not permit the same to be used in any way or in any manner that would detract from the Property and Additional Property constituting a safe, high quality residential community.

(e) Authority to Convey Common Property. Notwithstanding any other provision hereof, the Association shall have the power and authority to dedicate or convey Common Property for public use or a public purpose, and to grant easements thereon for the installation, operation and maintenance of utility services, all as may be determined from time to time by the trustees.

ARTICLE II

THE ASSOCIATION

Section 1. Powers; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed pursuant hereto, its Articles of Incorporation, Code of Regulations, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its trustees, shall have the power to enforce and administer the restrictions set forth herein and design standards, own, maintain and operate the Common Property, maintain a street lighting system, provide security for the Property, pledge assets and receivables, levy and collect assessments, maintain reserves, enter into contracts, and take such other actions as the trustees deem appropriate in fulfilling the Association's purposes.

Section 2. Membership. Each record owner of a fee interest in a Lot, at the time he, she or it acquires such fee interest, shall automatically become a member of the Association. The membership of the owner of a Lot shall automatically terminate at such time as that Lot owner ceases to own a fee interest in a Lot.

Section 3. Voting Rights. Voting rights of members shall be as provided in the Association's Code of Regulations, which provides, among other things, that the record owner of a Lot shall have one vote for each Lot owned by such owner.

ARTICLE III

EASEMENTS

Section 1. Entry Easement to Association. The Association, through its authorized representatives, shall have a right of entry and access to, over, upon and through all the Property, to enable the Association to perform its obligations, exercise its rights, and fulfill its duties pursuant hereto, and such representatives shall not be deemed to have committed a trespass as a result thereof; provided, however, except in an emergency an occupied building may not be entered unless written notice of such proposed entry shall have been given or sent to the owner thereof at least five (5) days prior to such entry.

Section 2. Easements to Declarant. Declarant reserves to itself and its successors and assigns:

- (a) A perpetual easement in, through, under and/or over those portions of each Lot, as shown on the plat of the Subdivision, designated as easements, or where such rights-of-way are necessary, for the construction, operation and maintenance of electrical, telephone and cable

lines and conduits and water, gas and sewer lines and conduits, or any other public utility facilities, and a street lighting system, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been granted; and

(b) Until such time as a residence is constructed on a Lot which borders a fairway area of a golf course which will be built adjacent to Lots in the Property, the owners and operators of such golf course shall have a license to permit and authorize their agents and authorized golf course players and their caddies to enter upon the property to recover or play a ball, subject to the rules of the course, without such entering and playing being deemed a trespass.

Section 3. Power of Attorney. Each owner of a Lot, by acceptance of a deed to a Lot, appoints the President of the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such owner, deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the trustees or their authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every owner of a Lot, the Association, and the Property, runs with the land, is coupled with an interest, and is irrevocable.

Section 4. 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.

ARTICLE IV

ENVIRONMENTAL AND BUILDING CONTROL

Section 1. Environmental Control.

(a) Establishment of Environment Committee. The trustees shall establish and maintain on behalf of the Association an environmental control committee, "the Environment Committee", to consist of such persons (who need not be members and who may or may not be trustees), in such number, to have such terms, and to be subject to such restrictions and limitations, as the trustees may from time to time determine.

(b) Purposes. The purposes of the Environment Committee shall, with respect to the Property, be to:

(i) Review, approve and disapprove proposed building plans;

(ii) Establish, maintain and preserve architectural and environment guidelines and standards, "the Design Standards", to carry out the intent of the plan established by this Declaration; and

(iii) Advise and recommend to the trustees measures and actions to enforce the Design Standards and the covenants and restrictions set forth herein, and to cause such measures and actions to be taken when directed by the trustees.

(c) Responsibilities; Effect of Actions. The Environment Committee shall exercise its best judgment to see that all improvements a part of the Property conform to the Design Standards as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape, and tree removal. The decisions of the Environment Committee as to conformity with the Design Standards shall be conclusive and binding on all parties other than Declarant. The Environment Committee shall also periodically view all of the Property and actions taken with respect thereto and advise the trustees of all violations of the covenants and restrictions imposed hereby, for further action by the trustees on behalf of the Association.

Section 2. Plan Approval; Duty to Build.

(a) Requirement of Plan Approval. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the Property from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder), shall be commenced or continued until the same shall have first been approved in writing by the Environment Committee in accordance with the Design Standards. Approval shall be requested by submission to the Environment Committee of plans and specifications, in triplicate, showing the following:

(i) Existing and proposed land contours and grades;

(ii) All buildings, and other improvements, access drives, and other improved areas, and the locations thereof on the site;

- (iii) All landscaping, including existing and proposed tree locations and planting areas (and species thereof);
- (iv) Plans for all floors, cross sections and elevations, including projections and wing-walls;
- (v) Exterior lighting plans;
- (vi) Mail boxes, address markers, and exterior ornamentation;
- (vii) Walls, fencing, and screening;
- (viii) Patios, decks, pools, and porches;
- (ix) Signs and parking areas;
- (x) Samples of materials to be used to the extent requested by the Environment Committee;
- (xi) Certification that the finished improvements will conform to the requirements of the Design Standards and the provisions hereof; and
- (xii) Such other information, data, and drawings as may be reasonably requested by the Environment Committee.

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 the Design Standards.

(b) Basis of Approval; Commitment to Build. Approval shall be based, among other things, upon conformity and harmony of the proposed plans; the Design Standards and other structures on the Property; the effect of the erection and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and intent of the provisions hereof. Approval of plans and specifications shall constitute the commitment of the owner to build according to the approved plans and specifications.

(c) Failure to Approve or Disapprove. If the Environment Committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Environment Committee, either personally or by certified mail, it shall be presumed that the Environment Committee has approved said plans and specifications.

(d) Liability Relating to Approvals. Neither Declarant, the Association, the trustees, the Environment Committee nor any member thereof nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Environment Committee agrees, by submission thereof, that he, she or it will not bring any action or suit against any of the foregoing to act or to recover any damages.

(e) Requirement of Completion; Notice of Completion. An owner of any portion of the Property shall cause any improvement thereon to be diligently pursued to completion within twelve (12) months after the date construction was commenced. Upon the completion of any improvement, the person or entity who completed the same may file with the Environment Committee a notice of completion and compliance which shall give rise to a rebuttable presumption in favor of such person or entity and any owner of the building site on which the improvement is located and any encumbrancers acting in good faith and for value that said improvement is completed and in compliance with all provisions hereof, unless within thirty (30) days of said filing the Environment Committee gives actual notice of noncompliance or noncompletion. Notice of noncompliance or noncompletion will be considered to be delivered when it is posted on or about the improvement in question. In the event any improvement is presumed to be completed and in compliance with all provisions hereof, such person or entity and any such owner and any such encumbrancers may at any time request in writing that the Environment Committee issue a certificate certifying that said improvement is completed and in compliance with all provisions hereof, which certificate shall be issued by the Environment Committee within fifteen (15) days of its receipt of written request therefor, and which certificate shall be conclusive evidence that said improvement is completed and in compliance with all provisions hereof. The Environment Committee may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made.

(f) Noncompletion or Noncompliance. In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the trustees, in their sole discretion (but only for good cause shown), the owner shall pay the Association as liquidated and agreed damages, since the ascertainment of actual damages would be difficult if not impossible to accurately ascertain,

the sum of \$20 per day that the construction remains incomplete after the date required herein for completion, as measured in 1989 dollars, and adjusted thereafter, annually, by changes in the Consumer Price Index for all Items, United States, All City Average, as published by the Bureau of Labor Statistics, United States Department of Labor, or successor index, from that for December 1989 to that for the December of the year preceding the year in which the delay occurred. This payment shall be in addition to any other remedies at law or equity and shall not be exclusive thereof.

(g) Duty to Build. Any purchaser of a Lot (or that purchaser's successor in ownership) shall within eighteen (18) months of the first closing of the purchase of the Lot, or such longer time as the Declarant may agree, in writing, commence the construction of a residential dwelling or dwellings thereon. If the purchaser or purchaser's successor fails to do so, the Declarant has reserved the right and option as set forth in the individual purchase contracts for Lots, for a period extending from the end of that eighteen (18) month period to five (5) years from the date of the purchase, to repurchase the property for the purchase price paid by the purchaser, without payment of interest or other charges.

(h) Declarant Approval. Notwithstanding the foregoing, or any other provision of this Declaration, so long as Declarant owns any Lot in the Subdivision, no improvements may be constructed on any Lot in the Subdivision unless and until the plans and specifications therefor have been submitted to Declarant and approved by it as being in conformity with the Design Standards.

ARTICLE V

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Uses.

(a) Residential Uses. Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no residence may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers,

employees, licensees or invitees coming to the residence), making professional telephone calls or corresponding, in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) during the construction and initial sales periods Lots may be used for construction and sales purposes.

(b) Transient Uses. No residence on a Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period less than thirty (30) days, or (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of only a portion of a residence on a Lot.

(c) Temporary Structure Use. No incomplete structure or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

(d) Hobbies. Hobbies or activities that tend to detract from the aesthetic character of the Property, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the trustees. This limitation has reference to, but is not limited to, such activities as automobile and boat repair.

(e) Offensive Activities. No activity noxious or offensive in the reasonable judgment of the trustees of the Association shall be carried on or permitted upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing:

(i) No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property;

(ii) No odors shall be permitted to arise or to be emitted therefrom so as to render any portion of the Property unsanitary, unsightly, offensive, or detrimental to any of the remainder of the Property or to the occupants thereof;

(iii) No exterior lights, the principal beam of which shines upon portions of the Property other than the Lot upon which they are located, or which

otherwise cause unreasonable interference with the use and enjoyment of the Property by the occupants thereof, shall be permitted on any Lot;

(iv) No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Music, either live or by recording device, that is so loud as to disturb one's neighbors, is prohibited; and

(v) No so-called garage or yard sales, auctions or similar activities shall be permitted upon any Lot.

(f) Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within buildings. No materials, supplies or equipment shall be stored on the Property except inside closed buildings.

(g) Mineral Exploration. The Property shall not be used in any manner to explore for, use, or exploit commercially any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located on or under the ground.

(h) Machinery and Equipment. No commercial machinery or equipment of any kind shall be placed, operated or maintained upon the Property except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of improvements approved by the Association.

(i) Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes. No automobile may be left upon any Lot for a period longer than five (5) days in a condition such that it is incapable of being operated upon the public highways, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Lot. Any towed vehicle, boat, motor home or mobile home regularly stored upon any portion of the Property, or temporarily kept thereon for periods longer than twenty-four (24) hours, shall be considered a nuisance and must be removed from the Property. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within a private garage. No commercial vehicles may be parked, stored or temporarily kept on any Lot, except when there temporarily to service existing improvements or to be used in connection with the construction of improvements on the Property. Only cars and authorized trucks may be parked on the driveway; all other vehicles, including but not limited to, recreational vehicles, scooters, mopeds, tractors, mowers, and

non-authorized trucks, and all boats, trailers, and campers must be stored in garages. An authorized truck is a truck manufactured primarily for the purpose of carrying passengers, is fully enclosed at the time of manufacture, is of one ton capacity or less, and exhibits no external evidence of commercial use. Notwithstanding the foregoing, the Environment Committee shall have the right, in its sole discretion, to determine whether or not a vehicle is authorized.

(j) Animals. Except as hereinafter provided, no animals, livestock, birds, poultry or other fowl, or species of insects, shall be raised, bred, kept, or maintained on any Lot, or any portion thereof. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a residence on a Lot provided that: (i) no more than two dogs and two cats may be maintained in any residence (except when less than three months of age); (ii) the maintaining of animals shall be subject to such rules and regulations as the trustees may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right to maintain an animal shall be subject to termination if the trustees, in their full and complete discretion, determine that maintenance of the animal constitutes a nuisance or creates a detrimental effect on other owners or occupants, or the Property as a whole.

(k) Interference With Play on Golf Course. Owners of property bordering on fairways of the golf course adjacent to the Property shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at the golf course which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, owners of property bordering fairways shall suspend all construction activity, lawn maintenance and other abnormally noisy activities which may cause disturbance to the play on the golf course.

(l) Hunting, Fishing, Trapping. Hunting, fishing, and trapping are prohibited.

(m) Firearms and Fireworks. The discharge of firearms and use of fireworks are prohibited.

(n) Open Fires. Open fires, leaf burning, trash burning, or the like, except by builders during construction and except for domestic use of commercially made barbeque grills, are prohibited.

(o) Swimming Pools. Above-ground and portable swimming pools are prohibited. Swimming pools permitted shall be visually screened.

Section 2. Building and Improvement Limitations.

(a) Dwelling Size. All buildings constructed on the Property for use as single-family dwellings shall have the following minimum floor areas, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas:

- (i) One-story - 2,500 square feet;
- (ii) One and 1/2 story - 1,800 square feet on the main floor;
- (iii) Two-story - 1,400 square feet on the main floor; and
- (iv) All other, including split levels - 2,800 square feet, except patio homes, which shall have a minimum of 1,800 square feet;

provided, that because of the different sizes and characters of Lots that may be in the Additional Property, different minimum floor areas may be established for such Lots in supplemental declarations subjecting those Lots to this plan, provided, further, that in any such event, each single-family dwelling shall have a minimum floor area of 1800 square feet.

(b) Dwelling Height. No building constructed on the Property for use as a single family dwelling shall have a height greater than 35 feet, measured from the finish grade of the Property at the main entrance of the building to the ridge of the roof or to any other element of the building (excluding chimneys, flues, and vents), or such other height as may be contained in any restriction that Declarant may impose on any particular Lot or Lots.

(c) Temporary Improvements. No temporary building or structure shall be permitted; provided, however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building and for sales purposes during the sale of a Lot or Lots, provided, in addition, the Environment Committee or Declarant shall have theretofore approved in writing the design, appearance, and location of the same. Any temporary structure shall be removed not later than fourteen (14) days after the date completion of the building(s) for which the temporary structure was intended, and temporary structures shall be permitted for no longer than a period of one (1) year, unless a variance is granted by the Environment Committee

or Declarant. Notwithstanding the foregoing, portions of the Property may be used for sales purposes for a period of three (3) years from the time subjected to the plan hereof.

(d) Antennas. No antenna or dish for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot outside any building, whether attached to an improvement or otherwise, including, but not limited to satellite dishes, unless approved by the Environment Committee.

(e) Utility Service. No lines, wires or other devices for communications 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 Property unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements; provided, above ground electrical transformers and other equipment may be permitted if properly screened and approved by the trustees. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(f) 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 Environment Committee or Declarant approves in writing some other placement. Buildings and improvements must be situated between the front and rear set back lines as shown in the recorded plat.

(g) Parking, Loading and Unloading Areas. Each single-family residential dwelling must have at least a two-car attached garage, plus space for the parking of two cars in the on-site driveway. Each Lot, wherever situated, must have at least two on-site car parking spaces. As used herein, "car" shall mean a full-sized automobile, as opposed to a compact or subcompact automobile.

(h) Streets and Drives. Streets and drives shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Environment Committee and Declarant, so long as it owns any Lot.

(i) 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 the

Property outside a building, except as approved by the Environment Committee.

(j) Improvement Exteriors. All windows, porches, balconies and the exteriors of buildings and other improvements shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted.

(k) Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of buildings. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Environment Committee and Declarant, so long as it owns any Lot, shall have the right to approve or disapprove exterior materials and colors.

(l) Signs. No sign or billboard whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any Lot except:

(i) Signs as may be required by law;

(ii) Signs as may be approved by the Environment Committee, meeting the sign requirements contained in the Design Standards; and

(iii) Signs, if any, as may be approved by the trustees, such as by builders offering Lots for initial sale.

(m) Landscaping. The Property, including any land which shall have been altered from its natural state existing at the time of this Declaration, shall be landscaped according to plans approved by the Environment Committee and Declarant. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Each Lot owner shall remove dead trees and limbs from that owner's Lot. Landscaping as approved by the Environment Committee and Declarant shall be installed no later than one hundred eighty (180) days following occupancy of or completion of any building, whichever occurs first.

(n) Maintenance. No Lot, building, or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair and all buildings and 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 Environment Committee and Declarant. Each owner, for himself and his, her or its respective personal representatives, heirs, successors and assigns, hereby grants to the Association the right to make any necessary alterations, repairs or maintenance approved

by the Environment Committee and Declarant to carry out the intent of this provision and further agrees to reimburse the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement as a special individual Lot assessment, as provided in Article VI hereof.

(o) Removal of Trees. In order that the natural beauty of the Property may be preserved, no living tree having a caliper measurement or diameter of six (6) inches or more shall be destroyed or removed from the Property unless approved by the Environment Committee and Declarant in connection with their approval of the plans and specifications of the construction of improvements on the Property or otherwise with the prior express written consent of the Environment Committee and Declarant, so long as it owns any Lot. In the event of a violation of this subparagraph, the Association may, at its option, cause any tree so removed or destroyed to be replaced with another tree and whoever has caused the removal or destruction shall reimburse the Association 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. The Association may assess and collect such reimbursement as a special individual Lot assessment as provided in Article VI hereof.

(p) 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 by or at the direction or with the consent of any owner without the prior written consent of the Environment Committee and Declarant, so long as it owns any Lot. No improvements to the Property shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant or its successors or assigns for the Property, as they now exist or may hereafter be modified from time to time, without the prior written consent of the Environment Committee and Declarant, so long as it owns a Lot. Declarant and the Association and their respective representatives shall have joint and several rights to enter upon the Property and any portion of the Property and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements or for some other reason, silt would run onto any adjacent property, the owner of such violating property shall be obligated to provide a means of siltation control

to prevent silt from running off of such property onto adjacent property.

(q) Fences. No fence, wall, or barrier of any kind (including shrubbery and hedges) may be erected, except as required by law and only then with the approval of the Environment Committee and Declarant, so long as it owns a Lot. "Electronic dog fences," which operate on the principal of a buried wire sending a signal to a dog collar equipped with a receiver, are allowed subject to such criteria and limitations as may be established from time to time by the Association.

(r) Swimming Pools. Above-ground swimming pools are prohibited.

(s) Storage Sheds. Storage sheds, or similar detached buildings, are prohibited.

ARTICLE VI

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. Subject to the provisions of this Article, each Lot a part of the Property shall be subject to the following assessments, the owner or owners of which Lot by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), covenant and agree to pay to the Association: (a) an initial reserve contribution, (b) annual operating assessments, and (c) special individual Lot assessments, all of which are to be established and collected as hereinafter provided.

Section 2. Initial Reserve Contribution. Each initial purchaser of a Lot (whether from Declarant or a successor or assignee of Declarant, and whether of a Lot now subject hereto or a Lot hereafter subjected to this plan), shall, at the time of the closing of the purchase of the Lot, contribute to the Association the sum of \$400.00 to create an operating reserve fund, so that funds will be available to the Association to pay its obligations (described in Section 3, below) when and as they become due. This contribution shall be nonrefundable and shall not be in lieu of or a credit against any other assessments hereinafter provided.

Section 3. Annual Operating Assessments. For the purposes of providing funds: (a) to defray the administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described herein, (b) the protection of the health, safety, enjoyment and welfare of the owners and occupants of the Property, and (c) the enhancement of the values and amenities of the Property, by means of the construction, repair, maintenance, operation of the Common Property, and, to the extent not performed by the appropriate public authorities, public property

serving the Property, all including, but not limited to, the payment of taxes and insurance on the Common Property, the cost of purchase, construction, improvement, repair, beautification, alteration, operation, replacement of and additions to the Common Property, and the cost of labor, equipment, materials, utility services, management and supervision with respect thereto, and the maintenance of reasonable reserves, each Lot and the owners thereof shall be subject to annual operating assessments to be determined, assessed and collected as hereinafter provided.

(a) Establishment of Operating Assessments. Except as hereinafter provided, immediately prior to the beginning of each calendar year the trustees shall establish a budget for that calendar year, and apportion the amount so determined in equal shares among all of the Lots, and assess each Lot and its owners for the apportioned amount. Notwithstanding the foregoing, Declarant, or its successors and assigns, shall pay all operating expenses of the Association otherwise recoverable by operating assessments until January 1, 1991, and delay the levy of operating assessments until then. Further, and notwithstanding the foregoing, the annual operating assessment for the calendar year 1991 shall not exceed \$100 per Lot, and the annual operating assessment for the calendar year 1992 shall not exceed \$200 per Lot. Any annual operating assessment for any calendar year thereafter may not be increased by more than the percentage of increase, if any, in the previously described Consumer Price Index for all Items, from that for January 1992 to the index for the month of December preceding that calendar year, except by the affirmative vote of members of the Association, other than Declarant or its successors and assigns, holding a majority of the voting power of members (other than Declarant and its successors and assigns) voting on the matter.

(b) Lots in the Additional Property. With respect to Lots in Additional Property hereafter subjected to this plan, those Lots and the owners thereof shall be subject to operating assessments at the later of (i) the first month following the month and year those Lots are subjected to this plan, and (ii) the time when the Lots subjected to the plan hereby are subjected to operating assessments. The amount levied against Lots subjected to this plan during a calendar year shall be the same amount levied against the Lots already subjected hereto, prorated, however, in the proportion that the number of full calendar months remaining in that calendar year from the date subjected to this plan is to twelve.

(c) Insufficient Funds. If, at any time, the amounts collected as operating expenses, and reserves, if any, are insufficient to meet all obligations of the Association, the trustees may levy additional operating assessments to

meet such deficiency, prorated on the same basis as here-
inbefore provided.

Section 4. Special Individual Lot Assessments. The trustees shall levy assessments against an individual Lot or Lots, to reimburse the Association for those costs incurred with respect to that Lot or those Lots properly chargeable by the terms hereof to a particular Lot or Lots (such as, but not limited to, the cost of making repairs the responsibility of a Lot owner or owners). Any such assessment shall become due and payable on such date as the trustees determine.

Section 5. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the trustees to the Lot owner subject thereto at least ten (10) days prior to the due date thereof. Written notice mailed or delivered to a Lot owner's Lot shall constitute notice to that Lot owner, unless the Lot owner has delivered written notice to the trustees of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot owner.

Section 6. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment is not paid within ten (10) days after the same has become due, the trustees, at their option, without demand or notice, may (i) charge interest on the entire unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the trustees may from time to time determine, and (ii) charge a reasonable, uniform, late fee, as determined from time to time by the trustees.

(b) Annual operating and special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the Delaware County Recorder, pursuant to authorization given by the trustees. The certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by such officer of the Association as the trustees shall designate.

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

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

(f) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Lot owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

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

Section 7. Certificate Regarding Assessments. The trustees shall, upon demand, for a reasonable charge, furnish a certificate

signed by a designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Subordination of the Lien to First Mortgages.

The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner.

ARTICLE VII

USE OF FUNDS

Section 1. Application of Assessments. The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided.

Section 2. Authority to Borrow Funds. In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the trustees acting in their absolute discretion.

Section 3. Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the trustees in their absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 4. Authority to Enter Into Contracts. The Association shall have the power and authority to contract with any

person, corporation, firm or other entity, including, but not limited to, Declarant, 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, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the trustees shall in their sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association.

ARTICLE VIII

INSURANCE

The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Lot owners and occupants, with such limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts by or on behalf of the Association. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the trustees. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot owner or occupant because of negligent acts of the Association, the trustees, or other Lot owners or occupants, and shall provide for at least ten (10) days' written notice to the Association before the insurer may cancel or modify it. The trustees, in their sole discretion, may maintain such other insurance on behalf of the Association as they may from time to time determine.

ARTICLE IX

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any rights, title or estate in any Lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not a reference to these is contained in the instrument by which that person acquired an interest in said property.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 1. Notices. A holder or insurer of a first mortgage upon a Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

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

Section 2. Inspection of Association Books and Records. Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request, to:

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

The Lot owners shall also have reasonable access to inspect the books, records and financial statements of the Association.

ARTICLE XI

ENFORCEMENT

Section 1. Interpretation. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word contained herein, the interpretation by the trustees, provided it is reasonable, shall be final and conclusive upon all interested parties.

Section 2. Abatement and Suit. Violation or breach of any restriction contained herein shall give to the Association the right to enter the property involved and correct the violation at the expense of the owner or owners of the property involved, the cost of which may be assessed and collected as a special individual Lot assessment, as provided in Article VI hereof.

Section 3. Failure to Enforce. Failure of the Association or any owner to enforce any provision hereof shall in no way be deemed a waiver of the right to do so thereafter for the same or any other violation, or to enforce any other provision hereof.

Section 4. Duty to Enforce. Notwithstanding any other provision hereof, neither Declarant nor the Association shall owe a duty to any Lot owner, or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and their respective personal representatives, heirs, successors and assigns hereby waive any claim against Declarant and the Association, and their respective successors and assigns, and release Declarant and the Association, and their respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

ARTICLE XII

EFFECTIVE PERIOD; AMENDMENT

Section 1. Effective Period. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by agreement of owners of Lots exercising not less than a two-thirds of the voting power of owners of Lots these covenants and restrictions are sooner terminated.

Section 2. Amendments. This Declaration may be modified or amended:

(a) By Declarant, so long as it owns a Lot, to the extent necessary to correct typographical or factual errors

or omissions, if any, to meet the requirements of any institutional lender, or to clarify or amplify upon any of the provisions hereof, provided that no such amendment would impair the interest of any Lot owner, mortgagee, or mortgage loan insurer or guarantor, and provided, further, that if there is a Lot owner other than Declarant it may not be amended by it to enhance its rights hereunder or to increase the scope or the period of its control of the Association.

(b) With the approval of Lot owners holding not less than two-thirds of the voting power of the Lot owners in the Association, provided that any such amendment during the first three (3) years after the date of the recording hereof must also be approved by Declarant, and provided, further, that the consent of all Lot owners shall be required for any amendment which effects a change in the voting power of any Lot owner, the share of expenses of the Association of any Lot owner, or the fundamental purposes for which the Association is organized.

Section 3. Method to Amend. An amendment to this Declaration, adopted with the consents aforesaid, shall be executed with the same formalities as to execution as this Declaration by the president and secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Delaware County, Ohio.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Joint and Several Obligations. Each and every obligation of a Lot owner hereunder shall be the joint and several obligation of each owner of a fee simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto or by one of such joint owners, shall be deemed given, taken or received by all such joint owners.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Constructive Notice and Appearance. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference is contained in the instrument by which such person acquired an interest in the Property.

Section 4. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, the Association, and the present and future owners of the Property, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the Property and each part thereof in favor of each other part thereof; the Additional property, and any property referred to herein as benefitted hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner of any such property, his, her or its respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the owners thereof.

Section 5. Captions. The captions or headings of the parts hereof are intended for convenience only and are not intended to be a part of the context hereof, and do not in any way define, limit, or describe the scope or intent of any provision hereof.

IN WITNESS WHEREOF, this Declaration has been duly signed, acknowledged and delivered by Wedgewood Venture on or as of this 25 day of JUNE, 1990.

Signed and acknowledged
in the presence of:

Beverly M. Noleton

Nicol. R. Morris

Rosalinde Childen

Deborah V. Duffy

WEDGEWOOD VENTURE

By DAY SERVICES, INC., General Partner

By Lewis Ted Oatts, Treasurer
Lewis Ted Oatts, Treasurer

By STRATFORD DEVELOPMENT CORPORATION,
General Partner

By Charles J. Ruma, President
Charles J. Ruma, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 25th day of June, 1990, by Lewis Ted Oatts, Treasurer of Day Services, Inc., an Ohio corporation and general partner of Wedgewood Venture, an Ohio general partnership, who acknowledged

the signing of the same to be his voluntary act and deed as such officer, the voluntary act and deed of Day Services, Inc. as such partner, and the voluntary act and deed of Wedgewood Venture, for the uses and purposes expressed therein.

Sarah V. Duffy

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

SE. OF
NOTARY PUBLIC OF OHIO
MY COMMISSION EXPIRES JUL 18, 1994

The foregoing instrument was acknowledged before me on the 25th day of June, 1990, by Charles J. Ruma, President of Stratford Development Corporation, an Ohio corporation and general partner of Wedgewood Venture, an Ohio general partnership, who acknowledged the signing of the same to be his voluntary act and deed as such officer, the voluntary act and deed of Stratford Development Corporation as such partner, and the voluntary act and deed of Wedgewood Venture, for the uses and purposes expressed therein.

Beverly M. Holeton

Notary Public

BEVERLY M. HOLETON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 13, 1994

This instrument prepared by Richard L. Loveland, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215.

FIRST SUPPLEMENT
TO
DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENTS
FOR
WEDGEWOOD

This is the first supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood made on or as of this 1st day of November, 1990.

BACKGROUND

A. A plan of covenants, easements, restrictions and assessments for Wedgewood Section 2, in Liberty Township, Delaware County, Ohio, was created by a declaration thereof ("the Declaration") recorded in Deed Book 527, at page 752, records of the Recorder of Delaware County, Ohio.

B. Pursuant to the provisions of Section 2 of Article I of the Declaration the Declarant, Wedgewood Venture, reserved the right (1) to add to the Property (the real property subject to the Declaration) certain property, called "the Additional Property", and subject that Additional Property to the provisions of the Declaration, and (2) to assign that right, from time to time, to the owner or owners of all or part of that Additional Property.

C. Stratford Development Corporation, an Ohio corporation, ("Stratford") is the owner and developer of the portion of the Additional Property hereinafter described and desires by this instrument to subject the same to the provisions of the Declaration, and Declarant joins herein solely to assign to Stratford the right to subject that property to the terms and provisions of the Declaration.

COVENANTS EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS

NOW THEREFORE, Stratford hereby declares that the following described real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 1637 through 1677, inclusive, of Wedgewood Section 3, as the same are described and delineated upon the recorded plat thereof, recorded in Plat Book 24, pages 74 and 75, inclusive, of record in the Delaware County, Ohio Recorder's Office;

and Reserve A)
(Being a subdivision of single family lots and being all
of the property (except dedicated streets in Wedgewood
Section 3, hereinafter called "the Section 3 Subdivision".)

all of which is owned by Stratford and all of which is part of
the Additional Property described in the Declaration, shall be
held, sold, conveyed and occupied subject to all of the covenants,
easements, and restrictions set forth in the Declaration, which
shall run with the title to the Additional Property added hereby,
and each part thereof, and be binding on all parties having any
right, title or interest therein, and each part thereof, and their
respective heirs, successors and assigns, and shall inure to the
benefit of and be enforceable by Stratford, its successors and
assigns, each Lot owner, the respective personal representatives,
heirs, successors and assigns of each Lot owner, and the Wedgewood
Owners Association and its successors and assigns.

For the purposes set forth herein the Declaration is incor-
porated herein by this reference, and by reason hereof all of the
lots in Section 3 Subdivision have for all purposes become part of
the Property, as defined in the Declaration. There is no Common
Property in the Section 3 Subdivision.

Declarant, by its execution hereof, assigns to Stratford the
right to make this supplemental declaration and to add the lots in
Section 3 Subdivision to the Property subject to the provisions of
the Declaration.

IN WITNESS WHEREOF, this First Supplement to the Declaration
for Wedgewood has been duly signed, acknowledged and delivered by
Stratford Development Corporation and by Wedgewood Venture on or
as of this 15 day of November, 1990.

Signed and acknowledged
in the presence of:

WEDGEWOOD VENTURE

By DAY SERVICES, INC., General Partner

By Lewis Ted Oatts Treasurer
Lewis Ted Oatts, Treasurer

Beverly M. Norton

Nicole M. Morris

By STRATFORD DEVELOPMENT CORPORATION,
General Partner

By Charles J. Ruma
Charles J. Ruma, President

Deborah V. Duffy

Susan J. Bucemi

STRATFORD DEVELOPMENT CORPORATION

By Charles J. Ruma
Charles J. Ruma, President

Deborah V. Duffy

Susan J. Bucemi

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

12 The foregoing instrument was acknowledged before me on the day of July, 1990, by Lewis Ted Oatts, Treasurer of Day Services, Inc., an Ohio corporation and general partner of Wedgewood Venture, an Ohio general partnership, who acknowledged the signing of the same to be his voluntary act and deed as such officer, the voluntary act and deed of Day Services, Inc. partner, and the voluntary act and deed of Wedgewood Venture, for the uses and purposes expressed therein.

Beverly M. Holey
Notary Public
BEVERLY M. HOLEY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 13, 1994

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 21st day of July, 1990, by Charles J. Ruma, President of Stratford Development Corporation, an Ohio corporation and general partner of Wedgewood Venture, an Ohio general partnership, who acknowledged the signing of the same to be his voluntary act and deed as such officer, and the voluntary act and deed of Stratford Development Corporation as its own act and as such partner, and the voluntary act and deed of each of Stratford Development Corporation and Wedgewood Venture, for the uses and purposes expressed therein.

Deborah V. Duffy
Notary Public
DEBORAH V. DUFFY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAR 16, 1994

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	NOV 14 1990
RECORDED	9:01 O'CLOCK A.M.
RECORDED	Nov 20, 1990
VOL. 529	PAGE 788
Ray A. Campbell COUNTY RECORDER	
FEE \$ 14.00	AC

81-32
Stratford Development Corp
Wedgewood Venture
re deed Vol. 527 page 751
Plat Vol 24 page 74
Restrictions Supplement

This instrument prepared by Richard L. Loveland, Loveland & Brosius,
50 West Broad Street, Columbus, Ohio 43215.

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

MAIL

SECOND SUPPLEMENT
TO
DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENTS
FOR
WEDGEWOOD

This is the second supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood made on or as of this 15th day of July, 1991.

BACKGROUND

A. A plan of covenants, easements, restrictions and assessments for Wedgewood Section 2, in Liberty Township, Delaware County, Ohio, was created by a declaration thereof ("the Declaration") recorded in Deed Book 527, at page 752, records of the Recorder of Delaware County, Ohio.

B. Pursuant to the provisions of Section 2 of Article I of the Declaration the Declarant, Wedgewood Venture, reserved the right (1) to add to the Property (the real property subject to the Declaration) certain property, called "the Additional Property", and subject that Additional Property to the provisions of the Declaration, and (2) to assign that right, from time to time, to the owner or owners of all or part of that Additional Property.

C. Stratford Development Corporation, an Ohio corporation, ("Stratford") is the owner and developer of the portion of the Additional Property hereinafter described and desires by this instrument to subject the same to the provisions of the Declaration, and Declarant joins herein solely to assign to Stratford the right to subject that property to the terms and provisions of the Declaration.

COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS

NOW THEREFORE, Stratford hereby declares that the following described real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 1707 through 1765, inclusive, of Wedgewood Section 4, as the same are

described and delineated upon the recorded plat thereof, recorded in Plat Book 24, pages 146 through 148, inclusive, of record in the Delaware County, Ohio Recorder's Office; (Being a subdivision of single family lots and being all of the property (except dedicated streets and Reserves A and B in Wedgewood Section 4, hereinafter called "the Section 4 Subdivision".)

all of which is owned by Stratford and all of which is part of the Additional Property described in the Declaration, shall be held, sold, conveyed and occupied subject to all of the covenants, easements and restrictions set forth in the Declaration, which shall run with the title to the Additional Property added hereby, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Stratford, its successors and assigns, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Wedgewood Owners Association and its successors and assigns.

For the purposes set forth herein the Declaration is incorporated herein by this reference, and by reason hereof all of the lots in Section 4 Subdivision have for all purposes become part of the Property, as defined in the Declaration. There is no Common Property in the Section 4 Subdivision.

Stratford hereby also declares that Reserve A of the Section 4 Subdivision, which it presently owns and which is forthwith to be conveyed to the Liberty Township Trustees, shall be used solely for access to the existing Rhodes Cemetery, and no other purpose, that Reserve B of Section 4 Subdivision, which it presently owns and which is forthwith to be conveyed to the County of Delaware, shall be used solely as a site for a sewage pump station and the improvements and equipment associated therewith, and no other purpose, and that these covenants and restrictions shall run with title to those reserves, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective successors and assigns, and shall inure to the benefit of and be enforceable by Stratford, its successors and assigns, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Wedgewood Owners Association and its successors and assigns.

Declarant, by its execution hereof, assigns to Stratford the right to make this supplemental declaration and to add the lots in Section 4 Subdivision to the Property subject to the provisions of the Declaration.

IN WITNESS WHEREOF, this Second Supplement to the Declaration for Wedgewood has been duly signed, acknowledged and delivered by

Stratford Development Corporation and by Wedgewood Venture on or as of this 15th day of July, 1991.

Signed and acknowledged in the presence of:

WEDGEWOOD VENTURE

By STONEHAM PROPERTIES, INC.

Rosalinde Childers
Charles J. Ruma

By Charles J. Ruma
Charles J. Ruma, President

By STRATFORD DEVELOPMENT CORPORATION, General Partner

Rosalinde Childers
Charles J. Ruma

By Charles J. Ruma
Charles J. Ruma, President

STRATFORD DEVELOPMENT CORPORATION

Rosalinde Childers
Charles J. Ruma

By Charles J. Ruma
Charles J. Ruma, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 15th day of July, 1991, by Charles J. Ruma, President of Stratford Development Corporation, an Ohio corporation, and President of Stoneham Properties, Inc., an Ohio corporation and also a general partner of Wedgewood Venture, and general partner of Wedgewood Venture, an Ohio general partnership, who acknowledged the signing of the same to be his voluntary act and deed as such officer, and the voluntary act and deed of Stratford Development Corporation as its own act and as such partner, and the voluntary act and deed of each of Stratford Development Corporation and Wedgewood Venture, for the uses and purposes expressed therein.

Deborah V. Duffy
Notary Public

DEBORAH V. DUFFY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JAN. 13, 1994

This instrument prepared by Richard L. Loveland, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215.

THIRD SUPPLEMENT

VOL 0551 PAGE 614

Section 5

TO

DECLARATION OF COVENANTS,

EASEMENTS, RESTRICTIONS AND ASSESSMENTS

FOR

WEDGEWOOD

This is the third supplement to the Declaration of Covenants Easements, Restrictions and Assessments for Wedgewood made on or as of this 10th day of November, 1992.

BACKGROUND

A. A plan of covenants, easements, restrictions and assessments for Wedgewood Section 2, in Liberty Township, Delaware County, Ohio, was created by a declaration thereof ("the Declaration") recorded in Deed Book 527, at page 752 et seq., records of the Recorder of Delaware County, Ohio.

B. Pursuant to the provisions of Section 2 of Article I of the Declaration the Declarant, Wedgewood Venture, or its successors or assigns, reserved the right (1) to add to the Property (the real property subject to the Declaration) certain property, called "the Additional Property", and subject that Additional Property to the provisions of the Declaration, and (2) to assign that right, from time to time, to the owner or owners of all or part of that Additional Property.

C. Stratford Development Corporation, an Ohio corporation, ("Stratford") is the owner and developer of the portion of the Additional Property hereinafter described and desires by this instrument to subject the same to the provisions of the Declaration, and Declarant joins herein solely to assign to Stratford the right to subject that property and any or all of the remaining Additional Property to the terms and provisions of the Declaration.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS

NOW THEREFORE, Stratford hereby declares that the following described real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 1782 through 1817, inclusive, of Wedgewood Section 5, as the same are described and delineated upon the recorded plat thereof, recorded in Plat ~~Book~~ ^{Sublot} 1, pages 190 through 192, inclusive, of record in the Delaware County, Ohio Recorder's Office;

Provisions contained in deed or other instrument by which the conveyance, rental or use of property because of race or color are invalid under federal law and are unenforceable.

(Being a subdivision of single family lots and being all of the property (except dedicated streets) in Wedgewood Section 5, hereinafter called "the Section 5 Subdivision".)

all of which is owned by Stratford and all of which is part of the Additional Property described in the Declaration, shall be held, sold, conveyed and occupied subject to all of the covenants, easements, and restrictions set forth in the Declaration, which shall run with the title to the Additional Property added hereby, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Stratford, its successors and assigns, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Wedgewood Owners Association and its successors and assigns.

For the purposes set forth herein the Declaration is incorporated herein by this reference, and by reason hereof all of the lots in Section 5 Subdivision have for all purposes become part of the Property, as defined in the Declaration. There is no Common Property in the Section 5 Subdivision.

Declarant, by its execution hereof, assigns to Stratford the right to make this supplemental declaration and to add the lots in Section 5 Subdivision to the Property subject to the provisions of the Declaration, and, from time to time, to add all or any portion of the remaining Additional Property to the Property subject to the provisions of the Declaration and to solely make supplemental declarations to accomplish the same.

IN WITNESS WHEREOF, this Third Supplement to the Declaration for Wedgewood has been duly signed, acknowledged and delivered by Stratford Development Corporation and by Wedgewood Venture on or as of this 10th day of November, 1992.

Signed and acknowledged in the presence of:

WEDGEWOOD VENTURE

By STONEHAM PROPERTIES, INC.,
General Partner

By Charles J. Ruma
Charles J. Ruma, President

By STRATFORD DEVELOPMENT CORPORATION,
General Partner

By Charles J. Ruma
Charles J. Ruma, President

STRATFORD DEVELOPMENT CORPORATION

By Charles J. Ruma
Charles J. Ruma, President

Deborah V. Duffy
Deborah V. Duffy
Florence Ferguson
Florence Ferguson

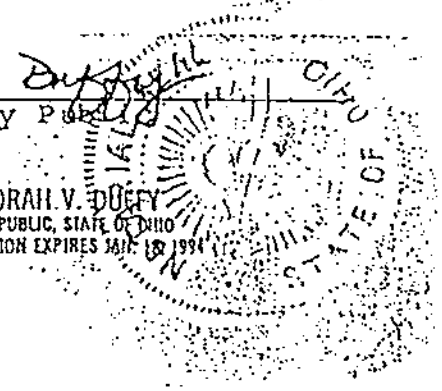
Deborah V. Duffy
Deborah V. Duffy
Florence Ferguson
Florence Ferguson

Deborah V. Duffy
Deborah V. Duffy
Florence Ferguson
Florence Ferguson

The foregoing instrument was acknowledged before me on the 10th day of November, 1992, by Charles J. Ruma, President of Stratford Development Corporation, an Ohio corporation and general partner of Wedgewood Venture, an Ohio general partnership, and President of Stoneham Properties, Inc., also an Ohio corporation and a general partner of Wedgewood Venture, who acknowledged the signing of the same to be his voluntary act and deed as President of each of such corporations, as the voluntary act and deed of each of such corporations as partners of Wedgewood Venture, and the voluntary act and deed of Wedgewood Venture, for the uses and purposes expressed therein.

Deborah V. Duff
Notary Public

DEBORAH V. DUFFY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JAN 15 1994



DELAWARE COUNTY, OHIO	
FILED FOR RECORD	NOV 2 1992
1:45	O'CLOCK P.M.
RECORDED	10 92
<i>Deed</i>	RECORD.
VOL 557	PAGE 614
<i>Kay L. Coulter</i>	COUNTY RECORDER
FEE \$ 13.00	<i>x</i>

18995

This instrument prepared by Richard L. Loveland, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-3352.

Sharon Ellis Hill Dept. 401

Signature

TO

DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENTS

FOR

WEDGEWOOD

This is the fourth supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood made on or as of this 30th day of December, 1993.

BACKGROUND

A. A plan of covenants, easements, restrictions and assessments for Wedgewood Section 2, in Liberty Township, Delaware County, Ohio, was created by a declaration thereof ("the Declaration") recorded in Deed Book 527, at page 752 et seq., records of the Recorder of Delaware County, Ohio.

B. Pursuant to the provisions of Section 2 of Article I of the Declaration the Declarant, Wedgewood Venture, or its successors or assigns, reserved the right (1) to add to the Property (the real property subject to the Declaration) certain property, called "the Additional Property", and subject that Additional Property to the provisions of the Declaration, and (2) to assign that right, from time to time, to the owner or owners of all or part of that Additional Property.

C. By the Third Supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood, Stratford Development Company, an Ohio corporation, ("Stratford") (erroneously referred to as Stratford Development Corporation) Wedgewood Ventures assigned to Stratford the right to add all or any part of the Additional Property to the property subject to the provisions of the Declaration.

D. Stratford is the owner and developer of the portion of the Additional Property hereinafter described and desires by this instrument to subject the same to the provisions of the Declaration.

COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS

NOW THEREFORE, Stratford hereby declares that the following described real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 1869 through 1818, inclusive, of Wedgewood Section 7, as the same are described and delineated upon the recorded plat thereof, recorded in Cabinet 1, Slide 321, 321 A, 321 B, and 321 C of the Recorder of Delaware County, Ohio;

(Being a subdivision of single family lots and being all of the property (except dedicated streets) in Wedgewood Section 7, hereinafter called "the Section 7 Subdivision".)

all of which is owned by Stratford and all of which is part of the Additional Property described in the Declaration, shall be held, sold, conveyed and occupied subject to all of the covenants, easements, and restrictions set forth in the Declaration, which shall run with the title to the Additional Property added hereby, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Stratford, its successors and assigns, each Lot owner, the respective personal representatives, heirs, successors and

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.

Delaware County
the Grantor has complied with
Section 319.202 of the D.C.
Date 12/30/93, Transfer Tax Paid 0.00
TRANSMITTED BY REGISTER AND RECORDS
Jan M. Peterson, Auditor By S. [Signature]

TRANSMITTED BY [Signature]

assigns of each Lot owner, and the Wedgewood Owners Association and its successors and assigns.

For the purposes set forth herein the Declaration is incorporated herein by this reference, and by reason hereof all of the lots in Section 7 Subdivision have for all purposes become part of the Property, as defined in the Declaration. There is no Common Property in the Section 7 Subdivision.

IN WITNESS WHEREOF, this Fourth Supplement to the Declaration for Wedgewood has been duly signed, acknowledged and delivered by Stratford Development Company on or as of this 30 day of December, 1993.

Signed and acknowledged
in the presence of:

STRATFORD DEVELOPMENT COMPANY

Deborah V. Duffy
(Print Name) Deborah V. Duffy

By [Signature]
Charles J. Ruma, President

Deborah R. Walker
(Print Name) Deborah R. Walker

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing Instrument was acknowledged before me on the 30 day of December, 1993, by Charles J. Ruma, President of Stratford Development Company, an Ohio corporation, who acknowledged the signing of the same to be his voluntary act and deed as President of such corporation, for the uses and purposes expressed therein.



Deborah R. Walker
Notary Public
DEBORAH R. WALKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 4, 1995

Sharon Olive Title Agency

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JAN 6 1994
12:32 O'CLOCK	P. M.
RECORDED	JAN 14 1994
Devol	RECORD
VOL 517	PAGE 452
Kay E. Conditon COUNTY RECORDER	
FEE \$ 16.00	DC

475

This instrument prepared by Richard L. Loveland, Loveland & Brosius, 50 West Broad Street, Suite 1016, Columbus, Ohio 43215-3352.

*Be on the
Lundberg Bldg*

*Wendell Phillips
Wedgewood 572 am. 1*

Section 8

FIFTH SUPPLEMENT
TO
DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENTS
FOR
WEDGEWOOD

This is the fifth supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood made on or as of this 8th day of March, 1995.

BACKGROUND

A. A plan of covenants, easements, restrictions and assessments for Wedgewood Section 2, in Liberty Township, Delaware County, Ohio, was created by a declaration thereof ("the Declaration") recorded in Deed Book 527, at page 752 et seq., records of the Recorder of Delaware County, Ohio.

B. Pursuant to the provisions of Section 2 of Article I of the Declaration the Declarant, Wedgewood Ventures, or its successors or assigns, reserved the right (1) to add to the Property (the real property subject to the Declaration) certain property, called "the Additional Property", and subject that Additional Property to the provisions of the Declaration, and (2) to assign that right, from time to time, to the owner or owners of all or part of that Additional Property.

C. By the Third Supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood, Wedgewood Ventures assigned to Stratford Development Company, an Ohio corporation ("Stratford") (erroneously referred to as "Stratford Development Corporation") the right to add all or any part of the Additional Property to the property subject to the provisions of the Declaration.

D. Stratford is the owner and developer of the portion of the Additional Property hereinafter described and desires by this instrument to subject the same to the provisions of the Declaration.

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

NOW THEREFORE, Stratford hereby declares that the following described real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 2072 through 2110, inclusive, of Wedgewood Section 8, as the same are described and delineated upon the recorded plat thereof, recorded in Cabinet 1, Slides 458, 458A and 458B of the Recorder of Delaware County, Ohio;

(Being a subdivision of single family lots and being all of the property (except dedicated streets, avenues, courts, drives and ways) in Wedgewood Section 8, hereinafter called "the Section 8 Subdivision".)

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 3-15-95 Transfer Tax Paid *[Signature]*
-REGISTRATION TRANSFER TAX RECEIPT-
An M. Person & Son P.C.

all of which is owned by Stratford and all of which is part of the Additional Property described in the Declaration, shall be held, sold, conveyed and occupied subject to all of the covenants, easements, and restrictions set forth in the Declaration, which shall run with the title to the Additional Property added hereby, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Stratford, its successors

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.

2003 0585 PAGE 501

and assigns, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Wedgewood Owners Association and its successors and assigns.

For the purposes set forth herein the Declaration is incorporated herein by this reference, and by reason hereof all of the lots in Section 8 Subdivision have for all purposes become part of the Property, as defined in the Declaration. There is no Common Property in the Section 8 Subdivision.

IN WITNESS WHEREOF, this Fifth Supplement to the Declaration for Wedgewood has been duly signed, acknowledged and delivered by Stratford Development Company on or as of this 8th day of March, 1995.

Signed and acknowledged in the presence of:

STRATFORD DEVELOPMENT COMPANY

Ann M. Miller
(Print Name) Ann M. Miller

By Charles J. Ruma
Charles J. Ruma, President

Deborah Walker
(Print Name) Deborah Walker

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 8th day of March, 1995, by Charles J. Ruma, President of Stratford Development Company, an Ohio corporation, who acknowledged the signing of the same to be his voluntary act and deed as President of such corporation, for the uses and purposes expressed therein.

Deborah Walker
Notary Public
DEBORAH R. WALKER
NOTARY PUBLIC STATE OF OHIO
MAY 4, 1995

3678
DELAWARE COUNTY, OHIO
FILED FOR RECORD MAR 15 1995
9:48 O'CLOCK 4:14
RECORDED March 17 1995
VOL 585 PAGE 502
Kay E. Conklin
COUNTY RECORDER
FEE \$ 15.00

MAIL

This instrument prepared by Richard L. Loveland, Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

SIXTH SUPPLEMENT
TO
DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENTS

FOR
WEDGEWOOD

9800030106
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
On 10-06-1998 At 11:49 am.
RESTRIC SUP 14.00
Vol. 650 Pg. 373 - 374

This is the sixth supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood made on or as of this 2nd day of October, 1998.

BACKGROUND

A. A plan of covenants, easements, restrictions and assessments for Wedgewood Section 2, in Liberty Township, Delaware County, Ohio, was created by a declaration thereof ("the Declaration") recorded in Deed Book 527, at page 752 et seq., records of the Recorder of Delaware County, Ohio.

B. Pursuant to the provisions of Section 2 of Article I of the Declaration the Declarant, Wedgewood Ventures, or its successors or assigns, reserved the right (1) to add to the Property (the real property subject to the Declaration) certain property, called "the Additional Property", and subject that Additional Property to the provisions of the Declaration, (2) to have any such supplement declarations contain such supplementary additions and modifications as may be necessary to reflect the different character of the property added, and (3) to assign these rights, from time to time, to the owner or owners of all or part of that Additional Property.

C. By the Third Supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood, Wedgewood Ventures assigned to Stratford Development Company, an Ohio corporation ("Stratford") (erroneously referred to as "Stratford Development Corporation") the right to add all or any part of the Additional Property to the property subject to the provisions of the Declaration.

D. Stratford is the owner and developer of the portion of the Additional Property hereinafter described and desires by this instrument to subject the same to the provisions of the Declaration.

COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS

NOW THEREFORE, Stratford hereby declares that the following described real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 3093 through 3101, inclusive, and Lot Numbers 3103 through 3114, inclusive, of Wedgewood Section 9, as the same are described and delineated upon the recorded plat thereof, recorded in Cabinet 2, Slides 120, 120A and 120B, of the Recorder of Delaware County, Ohio;

(Being a subdivision of single family lots and being all of the property (except dedicated streets, avenues, courts, drives and ways) in Wedgewood Section 9, hereinafter called "the Section 9 Subdivision".)

all of which is owned by Stratford and all of which is part of the Additional Property described in the Declaration, shall be held, sold, conveyed and occupied subject to all of the covenants, easements, and restrictions set forth in the Declaration, which shall run with the title to the Additional Property added hereby, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Stratford, its successors

STW
Stewart Title Agency
at Columbus Box

and assigns, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Wedgewood Owners Association and its successors and assigns; provided, because of the nature of these Lots and the plans of Stratford for the sale of Lots and the building of homes thereon, the home and other improvements initially constructed on a Lot contained in this Section 9 Subdivision, and changes thereto, if any, prior to the conveyance of a Lot with a home thereon to a bona fide purchaser, shall not be subject to the prior approval, plan or otherwise, of the Environment Committee of the Wedgewood Owners Association or that Association or its trustees, officers, representatives or members, but shall be subject to the prior approval of Stratford and its successors and assigns, as provided in Article IV, Section 2(h) of the Declaration.

For the purposes set forth herein the Declaration is incorporated herein by this reference, and by reason hereof all of the lots in Section 9 Subdivision have for all purposes become part of the Property, as defined in the Declaration. There is no Common Property in the Section 9 Subdivision.

IN WITNESS WHEREOF, this Sixth Supplement to the Declaration for Wedgewood has been duly signed, acknowledged and delivered by Stratford Development Company on or as of this 2nd day of October, 1998.

Signed and acknowledged
in the presence of:

STRATFORD DEVELOPMENT COMPANY

Florence Ferguson

(Print Name) Florence Ferguson

By *Charles J. Ruma*
Charles J. Ruma, President

Deborah T. Walker

(Print Name) Deborah T. Walker

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing Instrument was acknowledged before me on the 2nd day of October, 1998, by Charles J. Ruma, President of Stratford Development Company, an Ohio corporation, who acknowledged the signing of the same to be his voluntary act and deed as President of such corporation, for the uses and purposes expressed therein.

Deborah T. Walker
Notary Public
DEBORAH T. WALKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 3, 2001

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.

1

SEVENTH SUPPLEMENT
TO
DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS AND ASSESSMENTS

FOR
WEDGEWOOD

200100033370
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
03-06-2001 03:07 PM.
RESTRIC SUP 22.00
OR book 124 Page 2675 - 2677
2 Notations

200100033370
STEWART TITLE BOX

This is the seventh supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood made on or as of this 22 day of August, 2001.

BACKGROUND

A. A plan of covenants, easements, restrictions and assessments for Wedgewood Section 2, in Liberty Township, Delaware County, Ohio, was created by a declaration thereof ("the Declaration") recorded in Deed Book 527, at page 752 et seq., records of the Recorder of Delaware County, Ohio.

01 SEP - 6 PM 2:30
DAVID A. Y...
AUDITOR
DELAWARE COUNTY, OHIO
FILED

B. Pursuant to the provisions of Section 2 of Article I of the Declaration the Declarant, Wedgewood Ventures, or its successors or assigns, reserved the right (1) to add to the Property, (the real property subject to the Declaration) certain property, called "the Additional Property", and subject that Additional Property to the provisions of the Declaration, (2) to have any such supplement declarations contain such supplementary additions and modifications as may be necessary to reflect the different character of the property added, and (3) to assign these rights, from time to time, to the owner or owners of all or part of that Additional Property.

C. By the Third Supplement to the Declaration of Covenants, Easements, Restrictions and Assessments for Wedgewood, Wedgewood Ventures assigned to Stratford Development Company, an Ohio corporation ("Stratford") (erroneously referred to as "Stratford Development Corporation") the right to add all or any part of the Additional Property to the property subject to the provisions of the Declaration.

D. Stratford is the owner and developer of the portion of the Additional Property hereinafter described and desires by this instrument to subject the same to the provisions of the Declaration.

COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS

NOW THEREFORE, Stratford hereby declares that the following described real estate:

Situated in the Township of Liberty, County of Delaware, and State of Ohio, and being Lot Numbers 3886 through 3909, inclusive, of Wedgewood Section 10, as the same are described and delineated upon the recorded plat thereof, recorded in Cabinet 2, Slides 581 through 581-D, of the Recorder of Delaware County, Ohio;

(Being a subdivision of single family lots and being all of the property (except lots Numbered 3910, 3911, 3912, as noted in note "F" and "G" of the recorded plat, dedicated streets, avenues, courts, drives and ways) in Wedgewood Section 10, hereinafter called "the Section 10 Subdivision".)

all of which is owned by Stratford and all of which is part of the Additional Property described in the Declaration, shall, be held, sold, conveyed and occupied subject to all of the covenants, easements, and restrictions set forth in the Declaration, which shall run with the title to the Additional Property added hereby, and each part thereof, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Stratford, its successors and assigns, each Lot owner, the respective personal representatives, heirs, successors and assigns of each Lot owner, and the Wedgewood Owners Association and its successors and assigns.

For the purposes set forth herein the Declaration is incorporated herein by this reference, and by reason hereof lots numbered 3886 through 3909 in Section 10 Subdivision have for all purposes become part of the Property, as defined in the Declaration. There is Common Property in the Section 10 Subdivision, being lots 3910 and 3912.

IN WITNESS WHEREOF, this seventh Supplement to the Declaration for Wedgewood has been duly signed, acknowledged and delivered by Stratford Development Company on or as of this 28th day of August, 2001

Signed and acknowledged
in the presence of:

Florence Ferguson
Florence Ferguson

Deborah T. Walker
Deborah T. Walker

STRATFORD DEVELOPMENT COMPANY

By: Charles J. Ruma
Charles J. Ruma, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me on the 28th day of August, 2001, by Charles J. Ruma, President of Stratford Development Company, an Ohio corporation, who acknowledged the signing of the same to be his voluntary act and deed as President of such corporation, for the uses and purposes expressed therein.

Deborah T. Walker
Notary Public

DEBORAH T. WALKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 4, 2005