

SPECIAL WARRANTY DEED

(December 1996)

KNOW ALL MEN BY THESE PRESENTS, that LIBERTY ROAD ASSOCIATES, an Ohio joint venture, with offices at 5501 Frantz Road, Dublin, Ohio 43017, the Grantor herein, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of TERRY E. GEORGE, TRUSTEE, the Grantee, whose tax mailing address is 5501 Frantz Road, Dublin, Ohio 43017, does give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Situated in the State of Ohio, County of Delaware, Township of Liberty, and being more particularly described as follows:

Being Lot Numbers Two Thousand Three Hundred Ninety-two (2392) through Two Thousand Four Hundred Thirty-seven (2437), inclusive, of, CANTERBURY SECTION 2, PHASE 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 1, Slides 634 and 634A, Recorder's Office, Delaware County, Ohio.

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

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted. In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots. It is intended and understood that all or part of the premises described

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in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

ARTICLE I DEFINITIONS

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

Section 1. "Association" shall mean Canterbury Association, an Ohio not-for-profit corporation, its successors and assigns.

Section 2. "Common Improvements" shall mean those areas owned by the Association or designated by the Developer, which the Association and Lot Owners are required to maintain and administer, including landscaped areas, entrance walls, landscape islands within streets, and signs and other improvements maintained or administered by the Association or which are designated by the Developer or government authorities as the responsibility of the Association or Lot Owners.

Section 3. "Developer" shall mean Liberty Road Associates, its successors and assigns.

Section 4. "Improvement" shall mean any change of any kind in any Lot and anything located thereon.

Section 5. "Lot" shall mean any Lot as originally platted in the area hereby restricted, including Lots in future sections or parts of the Subdivision which may hereafter be developed by Developer.

Section 6. "Owner" or "Lot Owner" shall mean the holder of record title to the fee interest in any Lot, including the Lots in future sections or parts of the Subdivision which may hereafter be developed by Developer, whether or not such title holder actually resides on or in any part of the Subdivision, his or her heirs, successors and assigns.

Section 7. "Restrictions" shall mean these conditions and assessments together with all of the provisions contained herein as they now appear or as they may hereafter be amended.

Section 8. "Subdivision" shall mean Canterbury Subdivision, Liberty Township, Delaware County, Ohio, including the parcels conveyed by this deed and any other part of the property described in Exhibit "A" hereto to which has been or in the future may be platted as part of the Canterbury Subdivision.

ARTICLE II CANTERBURY ASSOCIATION

Section 1. Formation. Grantor or the Lot Owners shall form-Canterbury Association as an Ohio not-for-profit corporation.

Section 2. By-Laws. The By-Laws for Canterbury Association shall include such organizational and administrative procedures as Developer deems appropriate. The By-Laws shall provide that each Owner of a Lot shall be a member of Canterbury Association,

that the Owners) of each Lot shall have one vote for each Lot owned (multiple Owners of the same Lot shall have, collectively, one vote, one person owning multiple Lots shall have one vote for each Lot Owned), and that Association matters shall be determined on the basis of the majority of votes cast, at meetings called for the purpose of addressing Jhg

At any time after the sale of Lots representing 25% of the Lots in the Subdivision, the Developer as Owner of the remaining Lots, may but shall have no obligation, to transfer its voting rights to the Association.

Section 3. Term. Canterbury Association shall have and maintain, and shall take all actions necessary to have and maintain, a perpetual corporate existence, so as to assure the continued ability to maintain those Subdivision features the maintenance of which the Association is charged.

ARTICLE III ARCHITECTURAL CONTROL

Section 1. Approval Required. No Improvements or change of any kind, including without limitation any building, construction, placement or any structure, excavation, alteration of grade, or any other change which in any way alters the exterior appearance of the Lot from its theretofore natural and improved state, shall be commenced or permitted to remain on any Lot unless such improvement has the prior written approval of the developer. No trees shall be removed, excavation shall be made, construction begun, or materials shall be stored on the Lot until receipt of written approval from the Developer. The foregoing, notwithstanding, Improvements consisting solely of plantings of flowers (annuals or perennials), low growing shrubs, or ornamental trees and the preparation and post-planting care and maintenance of the beds therefor, shall not require prior written approval, unless said plantings, care and/or maintenance cause an alteration of grade.

Section 2. Exterior Requirements. Developer shall not approve any plan unless the exterior plan for the same is in conformity with the standards established herein, and, in addition to such standards, the plan for (he relevant improvement(s) is consistent with the character and quality of construction generally in the Subdivision. Specifically , exterior finish of all homes shall be of all natural materials, including butnot limited to stone, brick, Stucco and/or cedar. Aluminum or vinyl siding shall not be permitted (aluminum gutters are not prohibited by this requirement). The exterior chase of all fireplaces must be either brick, stone, stucco, or a combination of such materials. Exterior color schemes shall be restricted to earth tones, and are subject to developer approval for the purpose of avoiding duplication. A minimum 7/12 roof pitch shall be required on all roofs.

The plan shall provide for, and, upon completion of construction and prior to, occupancy of any residence, a mailbox shall be installed on the relevant Lot, which mailbox and post shall be subject to developers review for conformity with the general, rural character of the subdivision, conformity with construction in the subdivision, and which post shall be of cedar construction.

conformity

Section 3. Method to Request Approval. All approvals shall be required by submission to the Developer of complete building and site plans with specifications for the building in duplicate, showing the general arrangement of the interior and exterior of the residential structure, including:

- (a) color and texture of building materials;
- (b) type and character of all windows, doors and exterior lighting fixtures;
- (c) type and character of decorative walls;
- (d) type and character of chimneys;

- (e) type and character of driveways and walkways;
- (f) location of the structure, including setbacks, driveway locations, garage openings, orientation of the structure to the topography;
- (g) conformance to the grading and drainage plan; and
- (h) landscaping required by Liberty Township zoning code, deed restrictions and zoning text.

If the Developer fails within thirty (30) days after receipt of the plans and specifications to either approve or disapprove the plans, they shall be deemed to have been approved and the requirements herein fulfilled. If the Developer disapproves the plans and specifications, the Owner may revise and resubmit the plans and specifications until approval is received.

In the event that developer shall no longer be involved in the development and sale of improved lots in Canterbury Subdivision, then in such event plan approval as reserved by Developer in Article II or in any other provision hereof shall forthwith *become vested in the committed comprised of three persons who shall be selected from the "Association"*.

Plan approval by the successor committee shall be consistent with those plans and specifications which have been previously approved by Developer.

Section 4. Basis of Approval. Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the design and quality of the Subdivision as to external design appearance and type of construction, materials, colors, setting, height, grade and finished ground elevation, the effect of the location and Improvements on neighboring property, including diversity of front elevations and material colors between adjacent Lots; and conformity of the plans and specifications to the purpose and general intent of this restriction.

Section 5. Binding Actions, if Developer disapproves the plans and specifications, the Owner may revise and resubmit the plans and specifications, until approval is received. The actions of the Developer through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding.

Section 6. No Liability. Neither the Developer nor any agent or employee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, nonfeasance or misfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting there from or any other effect on other Lots and Owners in the Subdivision. Every person and entity who submits plans to the developer agrees, by the submission of such plans, that he or it will not bring any action or suit against the developer to recover any damages or to require the developer to take or refrains from taking any action whatever in regard to such plans or in regard to any building or structure erected in accordance with these restrictions.

Section 7. No Reliance. No Lot Owner may rely upon the submission and/or approval of any such plans or the building or structures described therein, or upon the Developer, to maintain the quality of, or a design plan for, the Subdivision.

Section 8. Requirement of Completion; Notice of Completion. Non-Completion or Noncompliance. An Owner shall cause any Improvement to be diligently pursued to completion within eighteen (18) months after the date construction is commenced. Upon the completion of any Improvement, the Owner may file with the Developer a notice of completion and compliance which shall give rise to a conclusive presumption in favor of

the Owner that the Improvement is completed and in compliance with all provisions of this Article II, unless within thirty (30) days of the filing the Developer gives actual notice of noncompliance or non-completion. Notice of noncompliance or non-completion will be considered to be delivered when it is posted on or about the Improvements in question or delivered by certified mail or in person to the Owner. All landscape Improvements approved pursuant to Article II hereof, and all paving shall be completed, weather permitting, prior to occupying of each residence.

ARTICLE IV GENERAL PROVISIONS

Section 1. Residential Purposes No Lot shall be used except for single-family residential purposes, except Lot 2437, which shall remain as open space.

Section 2. Height and Size. No building shall be erected, altered, placed or permitted to remain on any Lot that exceeds two and one-half (2-1/2) stores or 35 feet from the finish grade at the front elevation. Each residence, exclusive of open porch, basement and garage, shall be at least 1,700 square feet if a single-story ranch, 1,800 square feet if one and one-half (1-1/2) stories and 2,000 square feet if two stones.

Section 3. Building, Fence and Wall Location. No building shall be located on any Lot nearer to the front line or nearer to a side street line than the minimum building setback line shown on the recorded plat or approved by variance procedures through the applicable governmental entity(ies) exercising jurisdiction over zoning compliance at the Property, nor shall any portion of any Lot nearer to any street than the building setback lines be used to any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose be erected, placed or suffered to remain on any lot nearer to any street than the front building lines of the building thereof, excepting ornamental railing, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing therein contained, however, shall be construed as preventing the use of such portion of the Lots for walls, driveways, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary, entranceways, fountains or similar ornamentation for the purpose of beautifying the Lot.

Section 4. Trade or Commercial Activity Barred. No trade or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner of any Lot in the Subdivision.

Section 5. Maintenance of Lots and Improvements. All shrubs, trees, grass and planting of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. All Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications: established by the Developer. Natural growth within the ravines and wooded areas may also remain outside of the scenic easement.

Section 6. Garage and Off-Street Parking. No dwelling may be constructed on any Lot unless an enclosed garage for at least two (2) automobiles is also constructed thereon, and, in addition to said garage, off-street parking is provided for not less than two (2) automobiles.

Section 7. Waste Disposal. Trash, garbage and other waste shall be kept only in sanitary containers which are not visible from neighboring streets or properties.

Section 8. Storage Tanks. No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted on a Lot outside a building except as approved in writing by the Developer. This provision is not intended to prohibit the keeping by Lot Owners of small, domestic quantities of such materials when kept for consumption in the ordinary course of the occupancy, use and

maintenance of their Lots (i.e., 2-3 gallon gasoline containers for lawn mowers, propane tank for gas grill, etc.).

Section 9. Clotheslines. No clothing or any other household fabrics shall be hung in the open on any Lot and no clotheslines or other outside drying or airing facilities shall be permitted.

Section 10. Access to Liberty Road. There is no right to direct vehicular access from any of the Lots to the highway adjacent thereto known as Liberty Road, or to the right of way of that highway, except such access as is set forth in the recorded plat of the Subdivision. All Owners specifically waive and release any such right to access.

Section 11. Temporary Residences/Mobile and Manufactured Homes. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shall, all terrain vehicle (AW), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence on any Lot either temporarily or permanently. Neither mobile homes nor manufactured homes shall be permitted to be used as residences on any Lot in the Subdivision.

Section 12. Temporary Structure. No temporary building, trailer, garage, storage or structure shall be placed upon any Lot for storage without the express written consent of Developer. If permitted by Developer, Owner must also obtain a permit from Liberty Township for such use.

Section 13. Permanent Outside Storage Buildings. Permanent outside buildings or sheds may be constructed only with the approval of the Developer as required by Article II and in any event may only be constructed with same building materials and colors as the residence on the Lot. If approved by the Developer, the Owner must also obtain a building permit from Liberty Township for such construction.

Section 14. Hobbies. Hobbies or activities that tend to detract from the aesthetic character of the Lot, and Improvements used in connection with such hobbies or activities, shall not be permitted unless earned out or conducted within a building and not visible from either the street or adjoining property. This section includes, but is not limited to, such activities as automotive, bicycle and boat repair, and sports activities.

Section 15. Mineral Exploration. The Lot 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 in or under the ground.

Section 16. Machinery and Equipment. No commercial machinery or equipment of any kind shall be placed, operated or maintained upon the Lot except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of Improvements as approved by the Developer.

Section 17. Signs. No signs of any kind shall be displayed on any Lot, except one temporary sign of not more than six (6) square feet advertising the property for sale or rent, or used by the builder to advertise the property during the construction sales period.

Section 18. Antennas. Television and radio antennas, including but not limited to, satellite dishes, whether rooftop or ground mounted, shall be prohibited on the exterior any Improvement or Lot.

Section 19. Solar Panels. No solar panels, attached or detached, shall be permitted on any Lot.

Section 20. Swimming Pool. No above-ground swimming pool shall be permitted upon any Lot except that this paragraph 20 shall not be intended to prohibit the installation of a hot tub or sauna.

Section 21. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighboring property. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of another Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices which can be heard off the Lot, shall be located, used or placed on a Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for the testing thereof.

Section 22. Fencing. No chain link, cyclone wiring, grape stake, stockade or other similar type fencing shall be constructed on any Lot. Only wood fencing approved by the Developer will be permitted and only at the rear or side yards of any lot. Any split rail or other decorative fencing may be backed with transparent fabric to prevent trespassing. Chain link fencing shall be permitted around tennis court facilities only.

Section 23. Animals. No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or two other pets which are permitted outdoors may be kept on any Lot except when animals excess of such numbers are less than three months old. In addition, on any Lot in excess of three acres in size, and subject to such regulations as may be imposed by governmental entities exercising jurisdiction over the Property, horses may be kept and stabled, provided however that breeding or the keeping of horses for commercial purposes shall not be permitted.

Section 24. Boat. Trailer and Vehicle Parking and Storage. No automobile, truck, trailer, boat, camper, recreational vehicle, commercial vehicle or other motor driven vehicle shall be parked or stored on any Lot unless it is in a garage; provided, however that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational or commercial vehicle on a Lot for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

Section 25. Lot Split. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new building lot.

Section 26. Contiguous Lots. An Owner may use more than one Lot as a site for a single dwelling unit only if the Owner obtains the prior written permission of the Developer.

Section 27. Utility Easements. Location of easements for the installation of utilities are reserved as shown on the recorded plat of the Subdivision. That plat also created, upon, across, over and under each Lot, right-of-way easements for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, storm and sanitary sewers, gas, telephones and electricity. The providing utility company, Liberty Township, Delaware County, the Developer and the Association may come upon any Lot in any emergency endangering life or Property, to handle the installation, replacing, repairing and maintenance of all utilities. Such easements are also reserved within the designated scenic easement areas. Easements are further granted to all police, fire protection, ambulance, mailmen and deliver/men, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Lots except as initially approved by the Developer, or hereafter approved by the Developer and the Owners of Lots over which

lines are proposed. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, each Lot Owner agrees to execute such document. No lines, wires or other devices for communication purpose, including telephone, television, data or radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in or upon the Subdivision unless they are placed and maintained underground or concealed in, under or on buildings or other Improvements; provided that above-ground electrical transformers and other equipment may be permitted if properly screened with the prior written approval of the Developer. All gas, water, sewer, oil and other pipes for gas or liquid transmission shall be placed underground or under buildings or other Improvements. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service incident to the construction of Improvements.

Section 28. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on the plat, are hereby reserved and: granted to the Developer, and any utility company or governmental unit engaged in supplying one or more utility services to the Subdivision to install, lay, erect, construct, renew, operate, repair, replace, maintain or remove all and every type of gas, water, sanitary or storm sewer or other utility facilities.

Section 29. Drainage Easements. An easement is granted on the plat of the Subdivision for the purpose of constructing, using and maintaining major storm drainage swales and underground utilities and appurtenant works in any part of said easement areas designated "drainage easement" on the plat, including the right to clean, repair and care for said swales and utilities, together with the right of access to the said areas for the said purpose. No above-grade structures, dams or other obstructions to the flow of storm water run-off are permitted within drainage easement areas as delineated on the plat, except as approved in the original plans for development of the Subdivision.

Section 30. 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 of flow of surface water and drainage patterns may be destroyed, altered or modified without the prior written approval of the Developer. No Improvements to a Lot shall be made in any manner whatsoever that are inconsistent with the master grading plans established by the Developer for the Lot, as the plans now exist or may hereafter be modified from time to time, without the prior written approval of the Developer. All Lot Owners shall obtain certification from a licensed engineer after completing any Improvement that the master grading plans have been observed. Whenever, because of construction of Improvements on a Lot, or for some other reason, silt runs off the Lot onto any adjacent property, the Owner of the Lot shall be obligated to provide a means of siltation control to prevent such run off. No building may be erected nor other improvement constructed, after the development of the Property into single-family lots, which disturbs terrain the natural slope of which exceeds 20%. During development, terrain at or in excess of 20% slope may be disturbed for utilities installation, only provided that after installation of such utilities, the natural slope shall be restored. The foregoing limitations do not prohibit the crossing of terrain of any slope with bridle/walking paths as provided in the development plan for the Property.

Section 31. Entrance Walls. Fencing. Subdivision Identification Signs. Earthmounds. Landscaping and Bike Paths. The walls, fencing, subdivision identification signs, earthmounds, electrical facilities, irrigation systems, landscaping, landscape islands within street and bike/horse/walking paths placed on any of the Lots in the Subdivision by Grantor shall not be removed or changed except by the Grantor who shall have the right to enter the Lots to do so. They shall be maintained in good condition by the Association, except that, with respect to normal maintenance in the way of grass cutting on or around such features, such features shall be maintained by the Owners of Lots on which such features are located.

Section 32. Maintain Common Improvements. The responsibility for maintaining the Common Improvements in a well-maintained, attractive and aesthetically appealing condition shall be the responsibility of the Association. That responsibility shall include but not be limited to, caring for and maintaining the Common Improvements, including seeding and mowing when needed, maintaining and paying the cost for landscaping and entrance walls constructed by Grantor, and payment of taxes and insurance. The Association shall accept conveyance of areas including Common Improvements from the Developer at such time or times as the Developer chooses to convey any such areas. The areas to be conveyed include areas designated as open space on the Planned Residential (PR) Development Plan as approved by Liberty Township authorities in September, 1992, consisting of a total of 44+ acres.

ARTICLE V ASSESSMENTS

Section 1. Establishment of Assessment. For the purpose of providing funds for maintenance and improvement of the Common Improvements, and other expenses and costs incurred by the Association, the Association shall on a date selected by the Developer, and prior to January 1 of each calendar year thereafter, determine an estimated budget for the following calendar year, and establish an equal annual assessment as to each Lot. The total assessment collected for the Lots in the Subdivision must be an amount sufficient to meet the obligations of the Association under this restriction, including a reserve to be established to provide for the anticipated contingent needs of the Association. These assessments shall be payable in advance in such periodic assessments and on such due dates, as the Association from time to time determines, provided, that if any installments of any assessment is not paid within thirty (30) days after it has become due, the Association may, at its option, without notice or demand: (i) declare the entire balance of the assessment immediately due and payable; (ii) assess interest on the unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the Association may from time to time determine; and (iii) assess reasonable, uniform late fees.

Section 2. Establishment of Lien. If any Lot Owner shall fail to pay any installment within thirty (30) days after it is due, the Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the Association so elects, together with interest, late fees and costs, which lien shall be effective from the date that the Association certifies the lien to the Delaware County Recorder. In the event that the Association shall be delinquent in the performance of its obligations to maintain common area facilities within the Subdivision, the lien created herein shall be deemed to run in favor of and accrue to the benefit of Liberty Township, which shall have the right to enforce said lien to secure repayment of any and all sums advanced thereby in the performance of maintenance work which is the responsibility of the Association.

ARTICLE VI ENFORCEMENT AND MISCELLANEOUS

Section 1. Enforcement. Except as hereinafter provided, Developer, the governmental unit in which the Subdivision is located, each Lot Owner and the Association, jointly and severally, shall have the right to enforce, by proceedings at law or, in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by, the provisions of these Restrictions. Notwithstanding the foregoing, in the event of any dispute between Lot Owners or between the Association and any Lot Owner or Owners not including the Developer, as to any matter provided for herein, other than with regard to the obligation for, levy, collection or enforcement of assessments (including, without limiting the generality of the foregoing, the creation, filing and enforcement of liens), the matter shall be submitted to a single independent arbitrator selected by the Association who shall decide the dispute in accordance with and pursuant to the arbitration laws of Ohio and the arbitrator's decision shall be final and enforceable as provided above.

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

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

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

Section 5. Amendment. These Restrictions shall run with and bind the land for a term of fifty (50) years from the date these Restrictions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by agreement of the Owners of two-thirds (2/3) or more of the Lots, these covenants and Restrictions are sooner terminated. These Restrictions, as they relate to the Subdivision, may be amended by a duly executed and recorded instrument signed by the Owners of no less than two-thirds (2/3) of the Lots in the Subdivision, provided that: (i) no amendment may change the provisions of Article III, Section 2, nor of any section of Articles IV or V, nor of Section 1 or this Section 5 of Article VI, unless the same shall have been approved by the requisite 2/3 of the Lot Owners, and any and all other persons or entities having the right to enforce these Restrictions, as provided in Article VI, Section 1, and unless such amendment would not violate the underlying zoning applicable to the Property; and (ii) any amendment during the first ten (10) years after the date hereof must also be approved by the Developer. Notwithstanding the foregoing, and in addition thereto, the consent of all Lot Owners present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, and the written consent of Developer, if it then owns a Lot or Lots, shall be required for any amendment hereto which effects a change in: (i) the method of dividing the assessments; (ii) the method of voting on Association matters; or (iii) the fundamental purposes for which the Association is organized. A holder or insurer of a first mortgage on any Lot, upon written request shall be entitled to timely written notice of any proposed amendment hereto.

Section 6. Transfer to Association. The foregoing to the contrary notwithstanding, at any time Developer no longer wishes to retain the rights granted to it in these Restrictions, it may transfer those rights to the Association, and by such transfer these Restrictions will be deemed to be amended, so that every reference to "Developer" herein shall be changed to "Association."

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

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

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The foregoing instrument was acknowledged before me this (p-fi^ day of DfcrmKv, 1996, by Robert A. Meyer, Jr., Vice President of Borrer Realty Company, an Ohio corporation and managing joint venturer of Liberty Road Associates, an Ohio joint venture, on behalf of the corporation and joint venture.

Notary Public



PATTY G. CROCKER
Notary Public - State of Ohio
Commission Expires 7-27-97

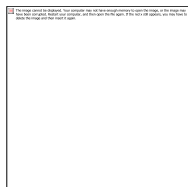
STATE OF OHIO, COUNTY
OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this _____ day of _____ 1996, bvftUj 5. M/I
Schottenstein Homes, Inc., an Ohio corporation and joint venturer of Liberty Road Associates, an Ohio joint venture, on behalf of the corporation and joint venture.

/ Notary Public

This instrument prepared by:

Robert A. Meyer, Jr., Esq.
Borrer Realty Company
5501 Frantz Road Dublin,
Ohio 43017



JW'S A. ECKSTEIN
Notary Public-State of Ohio
My Commission Expires 7-27-97

"A"

Situate in the State of Ohio, County of Delaware, Township of Liberty, being located in Lots 2, 33, 40, and 41 of Section 4, Township 3, Range 1S, United States Military Lands and being part of Chose Cracks of land conveyed to Zallav family Limited, by deed of record in Deed Book 502, Page 2, all references being to records in the Recorder's Office, Delaware County, Ohio, and bounded and described as follows:

Beginning at a railroad spike found in the centerline of Liberty Road (County Road ?), at the southeasterly corner of "LZSTSR SUBDIVISION", as the place of same is of record in Plats 11 and 12- said railroad spike also being located

Soak 11,
South 2°S3'31" West, 530.27 feet fast to a railroad spike at
from intersection of said road and the P. cad
centerline of Rutherford Road (Township Road 122);

thence North 2°S3'31" East, along said centerline of Liberty Road, a distance of 155.73 feet to a railroad spike found at the southwest corner of the 32.258 acre tract (Parcel 2) conveyed to Russell B. Stein and Barbara J. Grippi, by deed of record in Deed Book 450, Page 606;

thence South 6°04'22" East, along the southerly line of said Russell B. Stein and Barbara J. Grippi 32.228* acre tract; and a southerly line of "WESTCHESTZR SUBDIVISION", as the plat of same is of record in Plat 3003, Pages 33 Ch. 80, a distance of 4130.83 feet to an iron pin found at an angle point in said line, at the southeasterly corner of Lot 523 of "WESTCHESTZR SUBDIVISION";

thence South 4°35'53" West, along a westerly line of said "WESTCHESTZR SUBDIVISION", a distance of 345.01 feet to an iron pin at an angle point in the westerly line of Lot 433;

thence South 3°04'23" West, continuing along said westerly line of "WESTCHESTZR SUBDIVISION", a distance of 624.76 feet to an iron pin at the southwest corner of Reserve "D" of said Subdivision;

thence South 35°02'21" East, along the southerly line of Reserve "D", a distance of 40.35 feet to the southeasterly corner of said Reserve "D", an ancient right in the westerly line of Lot 522;

thence South 3°27'11" West, along said westerly line of Lot 522 and a westerly line of the 10.524 acre tract conveyed to Susan S. Taylor, by deed of record in Deed Book 407* Page 14, a distance of 712.6 feet to an angle point in said westerly line of the 10.524 acre tract/

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thence North $85^{\circ}29'10''$ West, along a northerly line of said 10.524 acre tract and the northerly line of the Rennob, Inc. tract, of record in Deed Book 434, Page 678, a distance of 2235.1* feet to an iron pin at the northwesterly corner of said Rennob, Inc. tract, the northeasterly corner of the 73.134 acre tract conveyed to Crystal Limited, by deed of record in Deed Book 501, Page 725;

thence North $85^{\circ}47'24''$ West, along said northerly line of the Crystal Limited 73.134 acre tract, a distance of 211.35 feet to an iron pin at the southeasterly corner of the 32 acre and 70 Poles tract, conveyed to Nick J. and Edna M. DiRocco, by deed of record in Deed Book 425, Page 465;

thence North $05^{\circ}22'03''$ West; along the easterly line of said Nick J. and Edna M. DiRocco tract, a distance of 173.54 feet to an iron pin at the northeasterly corner of said tract;

thence North $80^{\circ}23'46''$ West, along the northerly line of said Nick J. and Edna M. DiRocco tract, the northerly line of the N.J. and Z.M. DiRocco Acres tract, of record in Deed Book 474, Page 65, and the northerly line of the 1.0 acre tract conveyed to Mary E. Thomas, by deed of record in Deed Book 444, Page 566, a distance of 2150.50 feet to a railroad spike in the centerline of Liberty Road at the northwesterly corner of said 1.0 acre tract;

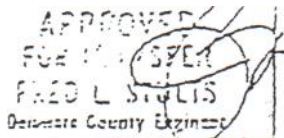
thence North $6^{\circ}03'10''$ West, along said centerline of Liberty Road, a distance of 696.63 feet to a railroad spike at an angle point in said centerline;

thence North $2^{\circ}53'31''$ East, continuing along said centerline of Liberty Road, a distance of 137.33 feet to the place of beginning, containing 135.341 acres, more or less, of which 32.655 acres are in Lot 41; 62.709 acres are in Lot 40; 25.458 acres are in Lot 35, and 10.475 acres are in Lot 2.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Searings contained herein are based on the same meridian as the bearing of the southerly line of Westchester Subdivision (South $6^{\circ}04'22''$ East).

EVANS, MZcr-r*ART, MAMELZTGN « TILTON, INC.



3v

A handwritten signature in cursive script, appearing to read "Thomas D. Sibbalds".

A handwritten signature in cursive script, appearing to read "Fred L. Stollis".

t

Thomas D. Sibbalds,
Registered Surveyor No.
5208