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PREFERRED TITLE BOX

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Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
On 08-13-1999 At 10:34 am.
RESTRICT 56.00
Vol. 670 Pg. 201 -
1 NOTATION

DECLARATION OF SUBDIVISION RESTRICTIVE COVENANTS

The undersigned, (the "Declarant") being the owner of the following described real property.

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

Being Lots Numbered Two Thousand Seven Hundred Thirty Eight (2738) through Two Thousand Seven Hundred Seventy Seven (2777) and Lot Two Thousand Seven Hundred Seventy Eight (2778) (Open Space), of Bainbridge Mills, Phase 2, as the same are numbered and delineated upon the recorded plat thereof, of Record in Plat Cabinet 2, Slides 203 and 203A, Delaware County, Ohio.

The foregoing is hereinafter referred to as "lot", "lots", "premises", "subdivision" or "Property" and does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property and in furtherance of the following purposes:

(a) the compliance with all zoning and similar governmental regulations;

(b) the promotion of health, safety and welfare of all present and future owners and residents of the Property;

(c) the preservation, beautification and maintenance of the Property and the structures therein;

(d) the preservation and promotion of environmental qualities; and

(e) the establishment, for the development of the of the Property, of requirements relating to land use, architectural features and site planning.

Preferred Title Box

These restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, all utility companies or agencies or instrumentalities of local government providing utility services, and all future owners of any lot and all others claiming under or through them ("Owners").

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof and thereof, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

In pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "restrictions" or "covenants") are hereby created, declared and established:

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.

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ARTICLE I

1. **Land Use.** No part of the Property shall be used except for single family residential purposes. No building or improvement shall be erected, altered, placed or permitted to remain on any part of the Property other than one single-family dwelling, not to exceed two and one-half (2-1/2) stories and not to exceed thirty-five (35) feet in height, together with an attached garage for not less than two (2) automobiles to be parked side by side, except as provided for herein.

2. **Lot Split.** Except as Declarant may find necessary no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

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

4. **Plan Approval and Release of Liability.** For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within the subdivision, each owner of a lot shall be required to submit two (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon to Declarant, setting forth the general arrangements of the exterior of the structure, including color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, fences, chimneys, driveways and walkways and detailing the location of the structure on the lot, including setbacks, driveway location, garage opening, orientation of the structure to the topography and conformance with the grading and drainage plan. Each owner covenants that no excavation shall be made, no building shall be erected, no fences installed and no materials shall be stored upon the Property by or on behalf of said owner or his agents, heirs, successors and assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails within thirty (30) days after receipt of said plans and specifications to either approve or reject such plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received.

Each lot owner further agrees that the Declarant shall not be responsible or liable to said owner or to any other owner of lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, not shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications and by submitting such plans to Declarant.

Approval of plans submitted to the Declarant is not intended and does not create any warranty (express or implied) by Declarant or its agents, officers, or contractors that any submissions, including but not limited to plans and specifications, are in any way satisfactory for the substantial completion of construction of the intended building, nor does the same in any way

assure that such submissions comply with any applicable local or other governmental laws, codes or regulations, or will result in the required approval of appropriate governmental authorities or officers. The Declarant nor its agents, officers or contractors shall have any liability for defects in the construction of any building arising as a result of the approval submissions nor shall the Declarant its agents, officers or contractors have any liability for the failure of any lot owner to obtain all of the required governmental approvals and permits. By submitting documents, plans and specifications, each lot owner does waive and release any claims, costs or demands against the Declarant, its agents, officers or contractors as the same may arise or result from their respective review and/or approval of the submitted material and does hereby indemnify and hold said parties harmless from any such claim, cost or expense including, but not limited to, attorney fees and costs of defense arising therefrom.

5. **Minimum Building Size.** No building shall be constructed unless the finished living space (exclusive of porches, garages and basements) shall have no less than 1,700 square feet if a single story ranch; all multi-level houses in this subdivision shall contain no less than 1,800 square feet of finished living space and 2,000 square feet is two stores. Notwithstanding any provisions of this Declaration, Declarant may require larger minimum building square footages than as set forth herein as part of the plan review process provided for in this Declaration.

Within the easement area and no build areas, if any, designated on the recorded plat of the subdivision no structure, improvement, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or the direction of the flow of the drainage channels or water over said areas. The easement areas of each lot and all surface improvements thereon shall be maintained continuously by the owner of said lot, except those improvements for which a public authority or public utility company is responsible.

6. **Temporary Structure.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently.

7. **Miscellaneous Structures.** Except as provided for herein, no building, trailer, garage, storage building or structure shall be placed upon any lot for storage or other purposes and no above-ground pools shall be placed on any lot without the express written consent of Declarant except it is no the intent of this provision to prohibit the installation of a hot tub or sauna that does not hold more than eight (8) persons; provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit temporary structures during the initial construction and sales period.

8. **Building Location.** Except as provided for herein, no building shall be located on any lot nearer to the lot line than the minimum building front, rear and side lines as shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be sued for any purposes other than that of a lawn, nor shall any fence or wall of any king, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lot for walks, drives, the planting of trees and shrubbery, the growing of flowers

or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said Property. No vegetable or grains of ordinary or filed variety shall be grown on such portions of said lots, and no weds or underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

9. **Animals.** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred, or kept on the Property except that dogs, cats or other household pets may be kept for domestic purposes only, provided that they are not kept, bred or maintained for any commercial purpose. No kennels, enclosures, or other similar structure for animals or pets shall be erected or maintained on any lot.

10. **Soil Removal.** No soil shall be removed for any commercial purpose.

11. **Signs.** Other than subdivision entrance features approved by Declarant and street signs, no sign of any kind shall be displaced to the public view on the Property, except one sign of not more than five square feet solely for the purpose of advertising the property for sale or rent, or signs used by a builder to advertise the Property or provide directions to subcontractors and inspectors during the construction and sales period.

12. **Waste Disposal.** The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be kept out of view of the general public from the street and abutting properties. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. **Vehicles Not In Use.** No automobile or motor driven vehicle shall be left upon or in front of the Property for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such period, the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the Property.

14. **Hobbies.** Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. The restriction refers specifically, but not exclusively, to such activities as automobile, bicycle, moped, motor boat and sailboat repair.

15. **Boat, Trailer and Vehicle Parking and Storage.** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the Property for a period not to exceed seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described herein.

16. **Garage.** No dwelling may be constructed on any lot unless an enclosed attached garage for a least two (2) automobiles to be parked side by side is also constructed thereon.

17. **Antennas.** No outside television and radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite receiving dishes with a diameter less than 24" erected or installed to minimize visibility from the street which the dwelling fronts.

18. **No Outdoor Clothes Drying.** No clothes, sheets, blankets or other articles shall be hung in the open and no outdoor clothes drying or airing facilities are permitted.

19. **Grading and Drainage.** Each owner of a lot shall have the duty and obligation to maintain all swales, floodways, structures and the proper lot grade as designed by Declarant and its engineers and as approved by the proper governmental authorities. Further, the lot owner shall not construct or install or allow the construction or installation of any mounds, fences, walls, grading, structures or improvements which would affect the grading of the lot or the master grading and drainage plan of the subdivision without the prior written consent of Declarant. Declarant is given the right to obligate any lot owner to correct any construction upon the which has adversely affected the lot grade. Further, if the lot owner fails to correct the lot grade then Declarant, for itself and for the appropriate utility company or governmental entity, reserves the right to go upon any of the lots the subject hereof for the purpose of performing such construction as shall be necessary to correct grades of the lots to improve the subdivision grading. If Declarant or a utility company or governmental entity determines to perform such corrective work then there shall be no obligation for restoring or replacing landscaping or sod as may be damaged as a result of such corrective work.

20. **Fencing.** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any of the lots within the Subdivision. No fence shall be erected on any lot other than a split rail fence which may have thin mesh wire backing, until the plans for such fence have been approved by Declarant pursuant to the provisions hereof.

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

22. **Entry Feature(s).** N/A Any entry features, landscaping, or common fencing for the subdivision constructed by or approved by the Declarant shall be exempt from the size, location and use provisions hereof. An easement is hereby reserved in favor of Declarant, its successors and assigns and its agents and contractors over and upon the cross-hatched area identified on Exhibit "A" which is attached hereto and made a part hereof ("Easement Area") to construct, repair, reconstruct, replace and maintain such entry feature(s) ("Easement"). The Easement shall run with the land and shall be binding on all future owners of lots a part of the Easement Area. Without the prior written consent of Declarant no lot owner may construct or install or allow the construction or installation of any fence, wall, or structure within the Easement Area. At the earlier of 2000, or such time as written instrument of conveyance is executed by Declarant referencing this Declaration of Subdivision Restrictive Covenants and recorded in the Recorder's Office in the county where the Property is located, the easement rights reserved in this paragraph along with the obligation to repair, reconstruct, replace and maintain such entry feature(s) at the discretion of Declarant shall be conveyed to a homeowner's association (as hereinafter defined) or to the then lot owners upon which such entry feature(s) are located. If such conveyance does not occur, Declarant may, at it option, remove such entry feature(s), leaving intact any landscaping and Declarant shall have no further obligation or liability under this paragraph relating to such entry feature(s).

23. **Street Trees.** Declarant may provide one or more trees as deemed necessary by Declarant along the street in front of each lot. If Declarant determines that it is desirable to have uniform street trees, Declarant shall designate such trees. Each lot owner by acceptance of a deed from Declarant for itself and its respective successors, heirs and assigns agrees to allow Declarant, or its agent, to plant such tree or trees. Each lot owner shall care for and, if necessary, replace such tree or trees at the lot owner's expense with a like type of tree.

24. **Mailbox.** Declarant shall have the right to provide each lot with a curbside mailbox with a design approved by Declarant thus giving uniformity to the mailboxes within the subdivision. Such mailbox shall have the street number for the lot on each side of such box. If the mailbox is damaged, destroyed or deteriorates, then each lot owner, at such lot owner's expense, shall repair or replace such mailbox with another of like king, design, pattern, size and color as the initial mailboxes provided by Declarant.

ARTICLE II

25. Homeowner's Association. In order to provide for the maintenance and landscaping of the Reserves ("Reserves") and entrance features within the subdivision, to contribute to the enjoyment of the owners of the common areas of the subdivision and to provide for other matters of concern to the owners of lots within the subdivision, Declarant has the right, at its sole discretion, to organize an Ohio not-for-profit corporation (the "Association"). The purpose of the Association shall be to maintain and landscape entrance areas within the subdivision and entrance; to own and to maintain aesthetically and functionally the reserve with the subdivision; if necessary, to establish rules and regulations pertaining to the maintenance and use of the reserve and the entrance features; and to take other action as the Association is authorized to take pursuant to its Articles of Incorporation and Code of Regulations or this Declaration. The Association membership shall be comprised of the record owners of all lots in the subdivision, including additional lots and phases or sections in said subdivision that may be added hereto at a later time. The owners of each lot shall have one (1) vote for each lot owned in all elections and in all matters requiring a vote as set forth herein or in the Articles of Incorporation or Code of Regulations of the Association. Declarant shall be a member of the Association so long as it owns one or more of said lots. The actions of the Association shall be subject to the consent of sixty percent (60%) of the votes allotted herein, subject to the quorum provisions set forth in the Association's Articles of Incorporation or this Declaration. Joint, common or other multiple ownership of any of the lots shall not entitle the owners thereof to more than the number of votes which would be authorized if such lot was held under one name.

26. Assessments. Each owner of any lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association an annual assessment for the costs, fees and charges incurred by the Association (or the Declarant to the extent applicable) in carrying out the Association's rights, duties and obligations set forth in this Declaration or its Articles of Incorporation or Code of Regulations. By way of example but not of limitation such expenses include reasonable management and professional fees and charges with reference to the administration of the Association pursuant to the terms of this Declaration in providing repair, replacement, maintenance and other services including reasonable reserves for such costs on behalf of the Association ("Common Expenses") and special assessments (as hereinafter provided).

(1) Annual Assessment for Common Expenses:

(a) Initial Assessment: Until January 1, 1999, the maximum annual Common Expense assessment per lot shall be Fifty ($50.00).

(b) Annual Assessment Increases: From and after January 1, 1999, the annual assessment for Common Expenses as stated above may be increased each year by the Trustees of the Association not more than fifteen percent (15%) above the assessment for the previous year.

(c) Special Increases: From and after January 1 of the year immediately following the conveyance by the Declarant of the first lot to an owner, the annual assessment for Common Expenses may be increased above the increase permitted by paragraph (1)(b) above, by a vote of seventy-five percent (75%) of the total votes of all owners of lots present at a meeting duly called for this purpose.

(2) Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or major maintenance related to the Reserve or Association property, provided that any such assessment shall have the assent of seventy-five percent (75%) of the total votes of all owners of lots at a meeting duly called for this purpose.

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

(4) Date of Commencement of Annual Assessments; Due Dates: The annual assessments for Common Expenses shall commence as to lots on January 1 next following the filing of Articles of Incorporation for the Association. The Association shall fix the amount of the annual assessment for Common Expenses against each lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every owner subject hereto. Unless otherwise established by the Association, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Association.

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

(6) Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the

due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Reserve or Association property, or abandonment of the lot.

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

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

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

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

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

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

Any owner may delegate, in accordance with the Code of Regulations, the owner's right of enjoyment to the property or assets to the members of such owner's family, tenants, or contract purchasers provided the foregoing actually reside at the owner's lot. No damage to, or waste of, Association property or any part thereof, shall be committed by any owner or any tenant or invitee of any owner. No noxious, destructive or offensive activity shall be permitted on or in the Association property or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other owner. No owner may erect any improvement or structure of any kind on the Association property without prior written approval of the Association.

ARTICLE III

28. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy-five percent (75%) of the then owners of the Property has been recorded and cross-referenced to this recorded Declaration, agreeing to change said covenants in whole or in part.

29. Enforcement. Enforcement of these restrictions by Declarant or by any owner of any lot the subject of these restrictions may be by proceedings at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If Declarant or any owner of a lot in the subdivision prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or person shall also be able to recover legal fees and expenses involved in such action or proceeding.

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

31. **Miscellaneous.** All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof, as the identity of the person or person or as the context or situation may required.

32. **Amendment by Declarant.** Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes or at the written request of the City in which the subdivision is located. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required.

33. **Assignment.** The rights, interests, duties and obligations of Declarant hereunder may be assigned at any time by written instrument.

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

34. **Exhibit "A".** Attached hereto and marked Exhibit "A" are certain general covenants and proposed restrictions which were a part of the zoning materials for Bainbridge Mills Phase 1 of which the Property is a part. This Property which is the subject of this instrument is also made subject to the restrictions contained in attached Exhibit "A". In the event a community association is subsequently established for Bainbridge Mills Phase 1 pursuant to the zoning materials, all of the lots and the property which are the subject of this instrument shall be subject to the restrictions and provisions for the community association to the extend that they are consistent with attached Exhibit "A". Membership in any such community association shall be in addition to membership in the Homeowner's Association provided for in the instrument to which this is an Exhibit.

IN WITNESS WHEREOF, the said Declarant, Homewood Corporation, an Ohio corporation has hereunto caused these presents to be subscribed effective this 11th day of August, 1999.

Signed and acknowledged
in the presence of:

DECLARANT:

HOMEWOOD CORPORATION, an
Ohio corporation

Elizabeth Mesecher
Print Name: Elizabeth Mesecher

By: _____
John H. Bain, President

Theresa L. Rice
Print Name: Theresa L. Rice

STATE OF OHIO :
:SS
COUNTY OF FRANKLIN: :

The foregoing instrument was acknowledged before me this 11 day of August, 1999, by John H. Bain, President, of Homewood Corporation, an Ohio corporation, for and on behalf of said corporation.

Theresa L. Rice
Notary Public

THERESA L. RICE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 3/16/2003

Attachment: Exhibit "A" Easement Area for Entry Feature