

Record in
WARE COUNTY, OHIO
E. CONKLIN

On 12-23-1997 At 11:17 AM.
RESTRICT 56.00
Vol. 634 Pg. 767 - 778

VOL 0634 PAGE 268
700029795
STEWART TITLE AGENCY
PICK UP

TARTAN FIELDS GOLF CLUB COMMUNITY

Declaration of Covenants, Restrictions and Easements

~~This Declaration~~ of Covenants, Restrictions and Easements (the "Declaration") is established by NHG Development Group, LTD an Ohio Limited Liability Company (hereinafter referred to as "Developer"), being the owner of all of the following described property situated in Delaware and Union Counties, Ohio, commonly known as The Tartan Fields Golf Club Community (the "Subdivision"):

Legal description: See Exhibit "A" attached hereto and incorporated herein by reference.

Each of the foregoing Lots in Phase I, Phase II, Phase III and Phase IV, of the Subdivision shall be subject to the terms and conditions of this Declaration, and the Declaration shall automatically attach to the Lots in Phase I, Phase II, Phase III and Phase IV, of the Subdivision as each such plat is recorded in Delaware or Union County. Each of the Lots is referred to as a "Lot", and all of the Lots are referred to collectively as "Lots".

In pursuance of a general plan for the development, protection, benefit and mutual advantage of all the Lots, and all of the persons who may now or hereafter become Owners of all or any part of a Lot in the Subdivision, and upon acceptance of a deed of conveyance, the Grantee of any Lot of the Subdivision accepts the same subject to all and each of the following reservations, restrictions, conditions, easements, assessments, charges, agreements, covenants, obligations, rights, uses and provisions, (hereinafter collectively referred to as "Restrictions") which are for the mutual benefit and protection of, and shall be enforceable by the Developer and by any Owner of the Lots. The Grantee, for himself and his successors and assigns, accepts the conveyance of a Lot subject to each and all of the following Restrictions and agrees fully and punctually to observe, comply with, perform and carry out the same, to wit:

The Developer has established a general plan for the improvement and development of the Subdivision, and does hereby establish the Restrictions upon which all Lots and portions of such Lots shall be used, occupied, improved, sold and conveyed by it as Developer. All of these Restrictions are for the benefit of each Owner of a Lot in the Subdivision, or any interest therein, and shall inure to the benefit of and bind each of the successors in interest to the present owner thereof. All of the Restrictions are imposed upon each of such Lots and are to be construed as restrictive covenants running with the title to such Lots and with each and every parcel thereof. The Restrictions established by the Developer are as follows:

ARTICLE I

(A) LAND USE: All of the Lots in the Subdivision shall be used for single-family residential purposes only, unless Developer in its sole discretion determines to use a Lot or part thereof for other purposes in order to assist in the improvement of the Subdivision. No Lot, or the improvements thereon, shall be used to provide shelter on a temporary, semi-permanent, or permanent basis, to more than three persons unrelated to each other by blood, marriage, or legal adoption. The word "family" as used herein means a person or a group of persons living as a single housekeeping unit. No building or structure shall be erected, altered, placed or permitted to remain on any Lot that would exceed 2-1/2 (two and one-half) stories in height and in no event shall any building or structure be erected to a height greater than specified in the applicable zoning code from the finish grade of the building or structure. Permitted structures shall consist of single-family residences, together with necessary accessory buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood fencing, an in-ground swimming pool, and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any Lot without the express written consent of Developer. All structures shall be subject to plan approval requirements set forth in Article I (D) and the other provisions of this Declaration. The word "structure" as used herein means any thing or object including, but not limited to, above-ground swimming pool, barn,

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utility shed, greenhouse, coop, cage, animal run, house trailer or any other temporary or permanent improvement on such Lot, any of which shall not be considered permitted structures.

(B) LOT SPLIT: No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new Lot unless approved by Developer.

(C) PROHIBITED ACTIVITIES: Except as otherwise provided herein, no industry, business, trade, occupation, profession, or commercial activity of any kind whether for profit or non-profit purposes, shall be conducted, maintained or permitted on any Lot. Portions of homes may be used for "home office" purposes, provided, however, that all work performed therein is performed only by the Owner or other resident of the home and not by outside employees or associates; provided, further that the "home office" use does not entail regular customer, client, or vendor visitation; and provided further that such "home office" use is not evident in any way from the exterior of the home (e. g. non-resident parked vehicles and signage). No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Further, no Lot shall be used, under any circumstances, as a "boarding" house, "group" home, or "lodging" house. Boarding house, group home, and lodging house are defined to include in their meanings the temporary, semi-permanent, or permanent housing of any group of more than 3 (three) persons unrelated by blood, marriage, or legal adoption.

(D) DESIGN GUIDELINES/PLAN APPROVAL: The Developer, for the protection and benefit and mutual advantage of all property owners within the Subdivision, has established certain Design Guidelines and Plan Approval criteria, and each purchaser of a Lot agrees to accept Developer's Design Guidelines and Plan Approval criteria, subject to modifications approved by the Developer from time to time. Developer shall establish an Architectural Review Board (hereinafter "ARB") made up of not less than 3 (three) persons consisting of 2 (two) Developer's representatives and one licensed architect. The purpose of this review board shall be to review, approve and recommend modifications to any plans as submitted to the ARB for all structures. All final plans submitted shall be evidenced by a Certified Residential Designer or Architect's stamp. The plans shall be reviewed for exterior integrity and similarity on all elevations, construction materials, architectural integrity, landscaping and other specific areas more specifically described herein.

No dwelling, garage, driveway, fence, pool or other structure, or any addition thereon or alteration thereof shall be erected, placed or suffered to remain upon any Lot unless or until the size; location; type and style of architecture; natural materials of construction; color scheme; grading plan of the Lot, including the grade elevation of the dwelling; site plan showing the proposed location of the dwelling upon the Lot; and plans, including the landscape plan, and specifications therefor have been submitted in writing to and approved by the ARB. For the purpose of maintaining specific architectural guidelines and standards for the development of all said Lots within the Subdivision, each Lot Owner shall be required to submit 2 (two) sets of preliminary plans and final plans evidenced by a Certified Residential Designer or Architect's stamp and complete building and site plans with specifications for the building intended to be erected thereon, to the Developer, or its assignee, setting forth the general arrangements of the interior and exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the location of the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. Each Lot Owner covenants that no excavation shall be made, no structure shall be erected and no materials shall be stored upon the premises by said Lot Owner or his agents, heirs, successors or assigns, until the ARB shall have approved said plans and specifications in writing. If the ARB fails within 30 (thirty) days after receipt of the foregoing complete plans and specifications, to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled, for that particular structure. If the ARB disapproves said plans and specifications, the Lot

Owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received or approved by ARB within 12 (twelve) months following conveyance of title to said Lot Owner (or such extension of time as Developer may, at its sole option, extend), Developer reserves, and each Lot Owner hereby acknowledges and grants to the Developer, the right of Developer, at its option, to repurchase the Lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase. The Lot Owner shall be required to begin construction on said Lot within 90 (ninety) days from plan approval or the closing, whichever occurs later.

Each Lot Owner further acknowledges that in reviewing plans and specifications submitted, ARB will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and overall development of the Subdivision and golf course and acknowledges that the ARB may require submission of samples of material to be used in the construction of any structure as a condition of the approval of said plans and specifications. Each Lot Owner further acknowledges that the Developer or ARB shall not be responsible or liable to said Lot Owner or to any other owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses incurred by any Lot Owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications. Each Lot Owner acknowledges and agrees that the Developer and ARB are not responsible for insuring that the Lot Owner's plans and specifications comply with applicable zoning and building codes, and the Lot Owner is solely responsible for compliance with building and zoning requirements.

Each Lot Owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the Lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by ARB in accordance herewith.

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

Each Lot Owner acknowledges that the Tartan Fields Golf Club Community Home Owners' Association (as defined and created in Article VI) will be responsible for maintenance, repair and replacement of all other storm water, utility, road, entrance monumentation, and landscaping improvements at the Subdivision, to the extent such items are not publicly dedicated to and accepted by the appropriate Delaware and Union County authorities.

(E) BUILDING LOCATION: No building shall be located on any Lot nearer to the front line, side street line or any lot line, than permitted by the minimum building set back lines. The minimum set back lines shall be as follows: The greater of the distances provided for on each Lot on the final recorded plat of the Subdivision, or the following distances:

- (1) From the rear lot line, a minimum of 25' (twenty-five feet).
- (2) For lots measuring 80' (eighty feet) to 99.9' (ninety-nine point nine feet) at the front building set-back line, from the side yard lot line, a minimum of 6' (six feet), however, the total of both side yard lot lines shall be no less than 14' (fourteen feet) and from the front lot line (facing the street) a minimum of 30' (thirty feet), unless otherwise approved in writing by the ARB.
- (3) For lots measuring 100' (one hundred feet) or more at the front building set-back line, from the side yard lot line, a minimum of 10' (ten feet), however the total of both side yard lot lines shall be no less than 20' (twenty feet). From the front lot line

(facing the street) a minimum of 40' (forty feet) unless approved otherwise in writing by the ARB.

- (4) For lots designated by Developer as Estate Lots and being Lots numbered 165 through 178 of Phase II, Lots 228 through 242 and 251 through 258 of Phase III, and Lots numbered 214 through 227 and 243 through 250 of Phase IV, from the front Lot line (facing the street) a minimum of 50' (fifty feet) unless approved otherwise in writing by the ARB.

No portion of any Lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railing, or fences not exceeding 3' (three feet) in height located on or adjacent to entrance walkways or steps, as approved by the ARB. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lots for walks, drives, 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 said premises.

(F) TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be use on any Lot at any time as a residence, either temporarily or permanently.

(G) TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of Developer. It is further acknowledged that the Developer shall be entitled to maintain temporary buildings, trailers, garages and storage buildings for development and sales purposes.

(H) 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 a commercial purpose. No more than two dogs or two cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than 3 (three) months of age.

(I) WASTE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties by a screening wall of approved fencing or landscape material.

(J) SOIL REMOVAL: No soil shall be removed for any commercial purpose.

(K) CLOTHES LINES: No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.

(L) NUISANCES: No obnoxious or offensive activity shall be permitted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(M) VEHICLES NOT IN USE: No automobile or motor driven vehicle or towed vehicles shall be left in public view for a period longer than 2 (two) days in a condition wherein it is not able to be operated upon a public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above-described real estate and shall be removed therefrom.

(N) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

(O) PLEASURE AND UTILITY VEHICLE AND EQUIPMENT PARKING AND STORAGE: No truck, trailer, boat, camper or other recreational vehicles, commercial vehicles or utility vehicles and equipment, including mowers, tractors and other lawn or garden equipment, shall be parked or stored on any Lot outside of an enclosed garage; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed 48 (forty-eight) hours in any period of 30 (thirty) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as a vehicle by an owner of a Lot and his family.

(P) GARAGE: No dwelling may be constructed on any Lot unless an enclosed side-entry or rear entry garage of at least 2 (two) automobiles is also constructed thereon.

(Q) SIGNS: No signs of any kind shall be displayed to the public view on any Lot, except as approved by Developer in writing. Developer reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and real estate broker during the construction and sales period as to all Lots.

(R) ANTENNAS: Television and radio antennas, including dish-type satellite stations over 18" (eighteen inches) in diameter, whether roof-top or ground mounted, shall be prohibited on the exterior of any house or Lot. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot in the Subdivision. Satellite stations under 18" (eighteen inches) in diameter shall be placed in a location not visible from the street or golf course.

(S) STORAGE TANKS: No storage tank(s) larger than 10 (ten) cubic feet including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas shall be permitted on any Lot except underground, and any storage tanks less than 10 (ten) cubic feet shall be placed in a location not visible from the street or golf course.

(T) FENCING LOTS: Construction of fences and walls is prohibited on any Lot until plans and specifications are approved by the ARB as set forth herein. At no time will Developer approve any fence or wall which exceeds 5' (five feet) in height (excepting any retaining wall required by written opinion of a civil engineer to conform to the natural terrain of the areas). No chain link or wire fences shall be permitted. Plans for all walls and fences shall be approved by ARB prior to construction. The design and type of materials to be used shall be at ARB's sole discretion.

(U) WELLS: No well, either temporary or permanent, for gas, water, oil or other substance shall be erected, placed or suffered to remain upon any Lot nor shall any Lot be used for any purpose which may endanger the health or unreasonably disturb the quiet possession of the owner(s) of any Lot within or without the Subdivision.

(V) MAIL BOXES: All mail boxes within the Subdivision shall be of uniform design, color and construction as determined by Developer and shall be provided by the builder.

(W) LANDSCAPING: The builders and subsequent Owners of each Lot shall be solely responsible for meeting the landscaping requirements of the Design Guidelines.

(X) SIDEWALKS: The builders and subsequent Owners of each Lot shall be solely responsible for the cost and installation and maintenance of concrete sidewalks on the Lot, along the entire property line abutting the roadway in accordance with the specifications for concrete sidewalks established by the applicable building code.

(Y) YARD LIGHT: The builder of each Lot shall provide and subsequent Owners shall maintain a minimum of one exterior post lamp equipped with a photo cell to be located not more than 5' (five feet) from the intersection of the driveway and front walk entering the home. Post lights shall be turned on at dusk and remain on until dawn. Other lights shall be down or area lights (no-glare) and shall not disturb neighboring property. Exterior post lamps shall not be required if the Subdivision has installed street lights, with the installation of street lights, and the locations thereof, to be in the sole discretion of the Developer.

(Z) MINIMUM SQUARE FOOTAGE: The minimum square footage requirement for the main structure of each dwelling (exclusive of basements, open porches, garages and unfinished areas), erected, placed or structurally altered on any Lot shall be as follows:

PHASE I:

All residences on Lots numbered 101 through 164 shall not be less than 3,000 (three thousand) square feet. Ranch style homes shall not be less than 2,500 (two thousand five hundred) square feet.

PHASE II:

All residences on Lots numbered 165 through 178 shall not be less than 3,400 (three thousand four hundred) square feet. Ranch style homes shall not be less than 2,800 (two thousand eight hundred) square feet.

PHASE III:

All residences on Lots numbered 228 through 242 and Lots numbered 251 through 258, shall not be less than 3,400 (three thousand four hundred) square feet. Ranch style homes shall not be less than 2,800 (two thousand eight hundred) square feet.

PHASE IV:

All residences on Lots numbered 214 through 227 and Lots numbered 243 through 250, shall not be less than 3,400 (three thousand four hundred) square feet. Ranch style homes shall not be less than 2,800 (two thousand eight hundred) square feet.

(AA) UNDERGROUND UTILITIES: All pipes, electric lines, cable TV and telephone lines shall be located underground and in accordance with County and Township requirements.

(AB) GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any Lot if such improvements would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways, or other drainage configurations.

(AC) CLEARING: No living tree larger than 8" (eight inches) caliber in the setbacks of front and side yards shall be removed without Developer approval. No living tree larger than 8" (eight inches) caliber within 15' (fifteen feet) from the rear property line shall be removed without Developer approval. For Lots numbered 110-142, no living tree may be removed within the 25' (twenty-five foot) rear yard setback, larger than 4" (four inches) caliber.

(AD) ENTRANCEWAY AND OTHER EASEMENTS: The Developer hereby creates and reserves easements over the recorded easement and setback (or building line) areas for lots numbered 110 and 111 of the Subdivision as shown on the recorded plat of the Subdivision for the installation of improvements, repairs and maintenance of the entranceway facilities. All Lots in Subdivision are conveyed subject to all sanitary, storm sewer, utility, golf course and other easements set forth on the Plats for the Subdivision, or as established by the Developer and recorded with the appropriate county recorder's office in connection with the development of the Subdivision and/or the Golf Course.

ARTICLE II

(A) GOLF COURSE RESTRICTIONS: Each Lot Owner acknowledges that there will be a golf course constructed contiguous to a number of Lots in the Subdivision, with the Golf Course to be known as the Tartan Fields Golf Club (the "Golf Course"). The Developer is not the owner of the Golf Course and the Golf Course is owned and operated by Tartan Fields Golf Club Ltd. (the "Golf Course Owner"). Each Lot which is adjacent to the Golf Course shall be subject to the right and easement on the part of any golf course players properly registered to play at the Golf Course, and their caddies, to enter upon the unimproved portion of any Lot which is within 15' (fifteen feet) of the boundary of the Golf Course, to remove golf balls, subject to the official rules of the Golf Course, with such entering not being deemed to be a trespass. Golf Course players or their caddies shall not be entitled to enter upon a Lot with a golf cart or other vehicle, or to spend an unreasonable amount of time on any such Lot or in any way commit a nuisance on any portion of a Lot in the Subdivision. Each Lot Owner in the Subdivision, and their family members, tenants and guests, acknowledges and assumes the risk of the hazards incident to living in a subdivision adjacent to a golf course, including without limitation, the potential for errant golf balls to strike persons, homes, automobiles, and other property situated in the Subdivision. Owners of Lots adjacent to the Golf Course, as well as their families, tenants, and guest, shall be obligated to refrain from any action which would unreasonably distract from the playing qualities of the Golf Course. Such prohibited activity shall include, but not be limited to, burning materials, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos or musical instruments, riding or walking on the fairways, cart paths, picking up balls, or similar interference with play on the Golf Course or other Golf Course property. By accepting conveyance of title to a Lot in the Subdivision, each Lot Owner acknowledges that the Golf Course, or operation thereof, does not constitute a nuisance or otherwise diminish the value of each Lot Owner's property, and each Lot Owner, and their successors and assigns, irrevocably waive any and all claims against the Developer and the Golf Course Owner, and their respective successors and assigns. Each Lot Owner acknowledges and agrees that the Golf Course and the Golf Course Owner will not be subject to the Restrictions created by this Declaration; however, the Golf Course will be entitled to the benefit of the easements and other restrictions benefiting the Golf Course as set forth in the Declaration.

(B) TAP IN USAGE FOR SANITARY SEWER SYSTEM: In connection with the development of the Subdivision, the Developer and Delaware County are installing a wastewater reclamation and reuse system and treatment facility, and related underground sanitary sewer lines and pump stations, for the sanitary sewer system which will provide sanitary sewer service to each of the Lots in the Subdivision (collectively, the "Sewer System"). The Developer shall have the right to levy and collect, and each owner of a Lot covenants and agrees to pay, a tap-in fee for the Sewer System, with such fees to be paid when the Lot owner closes on the Lot, including the Lots in Union County. Further, each Lot Owner agrees to pay the service charges as determined by Delaware County for use of the sewer system.

(C) ROAD IMPROVEMENT ASSESSMENT: Pursuant to resolutions to be adopted by the Delaware County Board of Commissioners, Delaware County will be responsible for constructing various improvements to public roads adjacent to the Subdivision. Each of the Lots in the Subdivision located in Delaware County will be subject to a special assessment in order to provide funds for the construction of such road improvements. The special assessment against each Lot in Delaware County will be levied and

18 December, 1997

VOL 0634 PAGE 774

collected by Delaware County, as provided by law, on the tax duplicate and collected as other real estate taxes are collected, with the assessment to be paid semi-annually over a period of 10 (ten) years. By accepting title to each of the Lots in the Subdivision in Delaware County, each Lot Owner acknowledges and agrees to promptly pay the special assessment to be levied and collected by Delaware County for installation, maintenance and repair of the public road improvements and all interest expenses and other costs for the bonds issued by Delaware County to finance the improvements.

(D) REAL COVENANTS: The Restrictions set forth in this Declaration shall be covenants running with the land and the breach of any such covenants by the Owner of any Lot or Lots may be remedied by appropriate proceedings at law or in equity by the Developer, the Golf Course Owner, the Homeowners' Association, or by the Owner of another Lot in the Subdivision, but by no other person. If Developer or the Homeowners' Association retains counsel to enforce any of the Restrictions, by reason of such breach, all costs incurred in such enforcement, including reasonable fees for counsel, shall be paid by the owner of such Lot or Lots.

ARTICLE III

(A) DURATION: All of the foregoing Restrictions shall continue and remain in full force and effect at all times as against the owner of any Lot within the Subdivision, regardless of how title was acquired, until December 31, 2017, on which date these Restrictions shall be automatically extended for successive periods of ten years unless, on or before the end of each such extension period, the Owners of at least 75% (seventy-five percent) of the lots in the Subdivision shall by written instrument, duly recorded in Delaware and Union Counties, declare an amendment of any of these Restrictions. Termination of these Restrictions shall only occur by the affirmative vote of the owners of at least 90% (ninety percent) of the Lots in the Subdivision in writing declaring such termination.

(B) ENFORCEMENT: Enforcement shall be proceedings by law or in equity or both by any Owner of any Lot, by the Developer, by the Golf Course Owner or by Tartan Fields Golf Club Community Homeowners' Association against any person or persons violating or attempting to violate any of the Restrictions, either to restrain violation or recover damages. No failure to object to violations of any Restrictions or to enforce any Restrictions shall be deemed a waiver of the right to do so thereafter, either as to the same violations or as one occurring prior to subsequent thereto.

(C) SEVERABILITY: Each of the Restrictions contained herein is independent and separate and in the event any one or more such the Restrictions shall for any reason be held invalid or unenforceable by a court of competent jurisdiction all remaining the Restrictions shall nevertheless remain in full force and effect.

ARTICLE IV

ACCEPTANCE: By accepting a deed to any Lot or part thereof, a Grantee accepts the same subject to the foregoing Restrictions and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

ARTICLE V

AMENDMENT BY DEVELOPER AND LOT OWNERS: Developer hereby reserves the absolute right to amend or modify these Restrictions, without the consent or approval of the Lot Owners, by a declaration of amendment if such amendments shall be for the benefit of the Subdivision or the Golf Course, or requested or required by a governmental authority or agency having jurisdiction over the Subdivision. Any other amendment of these Restrictions shall require the written consent of at least 75% of the Lot Owners and shall be evidenced by a written instrument recorded in Delaware and Union Counties. The Lot Owners shall not have the right to amend this Declaration for the purpose of modifying or terminating any provisions contained in Article II, or for the purpose of modifying or amending any

18 December, 1997

VOL 0635 PAGE 275

easements now or hereafter created and reserved by the Developer for the benefit of the Subdivision and/or Golf Course.

ARTICLE VI

(A) ENTRANCEWAY: Developer intends, during the course of development of the Subdivision, to construct a certain entranceway and other entrances providing access to the Subdivision adjacent to Lots in the Subdivision; and to install fencing, signage, and landscaping at said entranceway and other entrances; and provide for the servicing and maintenance and replacement of the improvements, landscaping and grass at the entranceway for the benefit of Developer as well as the Lot Owners in the Subdivision.

(B) HOME OWNERS ASSOCIATION: Developer shall cause an Ohio unincorporated association or an Ohio non-profit corporation of Lot Owners to be formed, named "Tartan Fields Golf Club Community Home Owners' Association", to administer the maintenance of the entranceways and designated open space areas of the Subdivision.

(C) MAINTENANCE OF ENTRANCEWAY AND OPEN SPACE AREAS BY DEVELOPER AND ASSOCIATION: Until the sale of 75% (seventy-five percent) of the Lots in the Subdivision, Developer and Lot Owners shall be responsible for reasonable and proper maintenance of the entranceway and open space areas, as determined by the Developer. Immediately following the date upon which 75% (seventy-five percent) of the Lots have been conveyed to bona fide purchasers, the Developer covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the entranceway and open space areas. Improvements shall include such fencing, walls, landscaping, and signage as Developer, in its sole discretion, deems appropriate. Developer shall convey the entranceway area, open space area and any other common areas, by an instrument in writing, in the nature of an assignment, which will vest the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association. The Lots owned by Developer as of the date the entranceways and open space are turned over to the Association for maintenance and repair shall not thereafter be subject to any assessments while such Lots are owned by the Developer.

(D) ASSOCIATION MEMBERS AND DUES: Prior to 75% (seventy-five percent) of the Lots being sold and conveyed by the Developer, at which time the Association will be turned over to the Lot Owners, each Lot Owner shall pay their proportionate per Lot share of maintenance cost of any built entranceway areas and open space areas. Every Lot Owner in Subdivision shall become a member of the Association, and each such Owner, including Developer, shall be entitled to one vote on each matter submitted to vote of the members for each Lot owned by him or it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to only one vote.

(E) ALTERATIONS TO ENTRANCEWAY: Once the Association has assumed the responsibility for maintaining the entranceway, no building, wall, fence, other structure or landscaping shall be added to or removed from the entranceway improvements installed by Developer without the consent, expressed in writing, by the Association. Such consent shall be provided for by the Association according to its rules and regulations established for maintenance of the entranceway and open spaces.

(F) ASSESSMENTS: The Association shall be empowered to collect assessments for the maintenance of the entranceways and open space areas as provided in this Article. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method of calculation of the amount assessed against each Lot, and the time when the same is due. The assessments may be billed in a lump sum or in installment, as the Association shall, in its sole discretion, determine. No assessment shall become due
18 December, 1997

and payable unless written notice has been sent or delivered to the Lot Owner obligated to pay the same at least 10 (ten) days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

In the event any amount so assessed or levied is not paid when due and remains in arrears for more than 30 (thirty) days, the Association may charge interest on the entire unpaid balance at the highest rate of interest then permitted by law or such lower rate as the Association may from time to time determine and cause to be filed with the Delaware and /or Union County Ohio Recorder, a notice of lien describing the Lot, the assessment amount and interest due, and executed in accordance with the formalities then required to record a lien against real estate. All assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment became due.

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

Notwithstanding the foregoing, the lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date of 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 Lot free of any claims for unpaid installments of assessment or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot.

(G) TRANSFER BY DEVELOPER: Each Lot Owner acknowledges and agrees that the rights, obligations and duties of the Developer set forth in this Declaration shall be transferred by the Developer to the Association at such time as Developer has transferred title to 75% (seventy-five percent) of the Lots in the Subdivision to builders or other Lot owners, provided that the Developer reserves the right to transfer its rights, obligations, and duties to the Homeowners' Association prior to the sale of 75% (seventy-five percent) of the Lots if so elected by the Developer. Such transfer shall be evidenced in a written instrument signed on behalf of the Developer and recorded in the appropriate county. The Association shall thereafter have all of the rights of the Developer, and shall assume responsibility for performance of all of the Developer's obligations and duties, as set forth in this Declaration, provided that the Homeowners' Association shall only be entitled to amend this Declaration after obtaining the written consent of at 75% of the Lot Owners.

(H) NON-LIABILITY OF DEVELOPER: Neither the Developer, not its members, officers, representatives, agents, successors or assigns, shall be liable for any claim whatsoever arising out of or by reason of any actions performed (or omissions to perform) pursuant to any rights granted or delegated to the Developer pursuant to this Declaration, whether such claim is asserted by a Lot Owner, builder, the Homeowners' Association, or by any person or entity claiming through any of them, or on account of injury to person or damage to or loss of property, wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, (a) arising out of or by reason of any act, omission or negligence of any Lot owner, the Homeowners' Association, or their representatives, agents, employees, guests, and invitees, or (b) by reason of the construction, operation and/or maintenance of the Subdivision or any part thereof by or on behalf of the

Developer, and /or the Golf Course by or on behalf of the Golf Course Owner, or (c) by reason of the failure to furnish or disrepair of any utility services for the Subdivision (including, without limitation, gas, electric, water, sanitary sewer, storm sewer, etc.).

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

(J) ADDITION OF ADDITIONAL PROPERTY TO DECLARATION: The Subdivision initially will consist of all of the Lots in PHASE I, PHASE II, PHASE III and PHASE IV of the Tartan Fields Golf Club Community situated in Delaware and Union Counties, Ohio. The Developer hereby reserves the right to record one or more amendments to this Declaration in order to add additional property to this Declaration as future phases of the Subdivision (the "Additional Property"). The Developer shall not be required to obtain the consent of the Lot Owners to add Additional Property to this Declaration. Upon adding any Additional Property to this Declaration, the definition of the term "Lot" shall be expanded to include the Lots developed by Developer on the Additional Property, and the term "Owner" shall be expanded to include any current or future Owner of a Lot on such Additional Property, including the Developer, while such party is the Owner of the Lot. All Lots situated on the Additional Property, and the Owners thereof, shall be subject to all of the terms of this Declaration, including the requirement to belong to the Homeowners' Association and pay assessments as provided in this Article VI.

WITNESS the signature of the authorized officer of the Developer this 18 day of December, 1997.

Signed and acknowledged in the presence of :

NHG DEVELOPMENT GROUP, LTD., an Ohio Limited Liability Company

Sandra M. Moorehead
SANDRA M. MOOREHEAD

By: David E. Haid

Lynda L. Finneerty

9700030531
David E. Haid, President
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
On 12-31-1997 At 11:52 am.
RESTRICT 60.00
Vol. 635 Pg. 268 - 279
3 NOTATIONS

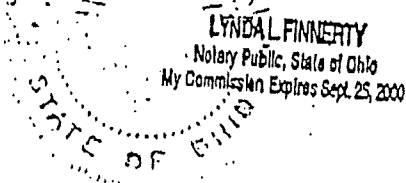
STATE OF OHIO
COUNTY OF FRANKLIN, SS:

9700030531
STEWART TITLE
PICK UP

The foregoing instrument was acknowledged before me this 18 day of December, 1997, by David E. Haid, President of NHG Development Group, Ltd., an Ohio Limited Liability Company, on behalf of said company.

Lynda L. Finneerty
Notary Public

My Commission Expires: 9-25-2000



TARTAN FIELDS**Sign Standards**

Sign standardization is an important component of the overall visual consistency and quality of the community. Builders, realtors and owners who wish to advertise their businesses through the use of yard signs, may do so under the following guidelines. The lot owner must give permission for a sign to be placed on their property.

- There may be no more than two yard signs on any one lot at any time.
- The sign shall be on a white background with dark blue (PMS #281) copy, logos, names or pictures. This color standard shall apply to all panel elements of such signs. No accent colors are permitted.
- The sign shall be in a metal or vinyl frame no more than 30" in width. The maximum sign size is seven square feet per side. A wooden panel of 18" by 30" may be added to developer placed wooden post signs, if available. (Check to see if a post is already present on the lot, prior to ordering sign.) No more than two panels are permitted on any post.
- All signs must be placed within the property lines of the property.
- The developer may remove any sign that does not conform to the standards.

November 12, 1999

791-2111

TOTAL P. 02