ASHBURY GLEN

COVENANTS, RESTRICTIONS, and EASEMENTS

NOW THEREFORE, DelLanCo declares that all of the Property, and such additional lands thereto as may hereafter be added pursuant to the provisions of Section 2 of Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I

Section 1. Property. The Property, which is and shall be held, transferred, sold, conveyed and occupied subject hereto is the Property described in this deed of conveyances together with all appurtenances thereunto belonging.

Section 2. Additional Lands. DelLanCo, or any entity or form of business organization controlled by DelLanCo, its successors or assigns, may from time to time, add to the Property, additional, adjacent or adjoining lands to that already subjected hereto or any supplementary Deed, by filing of record a supplementary Deed extending the scheme hereof to such other lands. A supplementary Deed describing such additional lands and adopting by reference the provisions hereof shall be sufficient to subject such lands to the provisions hereof. In addition, such supplementary Deed may contain such complementary additions and modifications hereof as may be necessary to reflect the different character, if any, of the added land, and as are not inconsistent with the scheme set forth in this Deed.

ARTICLE II

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Land Use. No portion of the property shall be used except for single-family residential or related purposes. Improvements constructed on the property shall be limited to single-family residences and such other improvements as are appropriately appurtenant thereto. "Family" as used in this instrument shall mean an integrated unit functioning together consisting of one or more persons occupying a dwelling unit and living as a single housekeeping unit, whether or not related to each other by birth or marriage, as distinguised from a group occupying a boarding house, lodging house, motel, hotel, fraternity or sorority house. It is intended to exclude all non-residential uses and exclude any group home, multi-family, apartment, double, duplex, twin-single, two-family, boarding house, commune, half-way house, or other non-single family use, provided, however, that during the construction and initial sales periods only, portions of the Property may be used for offices for construction and sales purposes.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the property at any time as a residence either temporarily or permanently.

Section 3. Architectural Plans. Detailed architectural plans and specifications for all structures to be erected or altered shall be submitted to DelLanCo, and must be approved in writing by DelLanCo before any staking, excavation or construction is started or before materials or equipment may be placed upon the site. DelLanCo shall have the right to designate permissible facing materials for all exteriors of structures and will consider durability, form, color, and other compatibility of the structure, terrain and neighborhood.

Comment (Not a part of the restrictions and protective covenants): As a general guideline, the community is targeted in the $300,000 to $450,000 price range. Total house sq ft and exterior finish will be considered in assuring that price range.

No building or improvement of any kind shall be erected, constructed, moved into or suffered to remain on any part of the premises unless there have first been submitted to and approved in writing by DelLanCo the following statement and plans for such building or improvement:

(a) Statement in writing of the proposed use of the building or improvement.

(b) Site plan showing the location of the proposed building or improvement as it releates to the perimeter boundaries of the parcel of land on which it is to be located and showing the finished grade elevations, sidewalks, drive access and parking areas.

(c) Architectural elevation of the proposed building or improvement indicating heights and materials.

Section 4. Landscape Plans. No building or improvement of any kind shall be moved into or suffered to remain on any part of the premises unless there have first been submitted to and approved in writing by DelLanCo a landscaping and exterior lighting plan, which must include at least one outside lamp post located in front of the house, near the end of the driveway, and a provision for the planting of one 2 1/2" diameter tree (of species selected by DelLanCo) per 50' of frontage on Asbury Close at locations along the frontage as directed by DelLanCo, all of which must be shown either on separate plans or on the site plan referred to in Section 3 above.

Section 5. Structure Requirements.

(a) The minimum enclosed livable floor area of the residence, exclusive of basement, garages, and porches, shall be not less that two thousand (2000) square feet for a one-story plan; twenty-five hundred (2500) square feet for a one-and-a-half story plan; and twenty-eight (2800) square feet for a two-story plan.

(b) A garage not less than twenty-one feet wide, inside, with doored opening to side or rear, totalling not less than eighteen feet wide, rear or side opening as approved must be integrated with, or attached to, all residences.

(c) Not later than 12 months after excavation is begun, exterior construction of all buildings shall be completed accoring to the plans and specifications, and landscaping withing six months thereafter, all as approved by DelLanCo.

(d) Fences, except masonry, judged to be an integral part of the residence design, shall not be erected nearer any street than the distance from the rear of the residence to the street, and all fences must be of neat and ornamental material and design, and not higher than fifty (50) inches unless approved by DelLanCo. The use of property line fences is prohibited. DelLanCo may, in its sole discretion, permit the construction of partial property line fencing to the rear of a residence, only if a special circumstance dictates that special solution.

(e) Driveways shall be constructed and completed with the residence and shall be of attractive, permanent materials as approved. Culvert pipe shall be installed for each driveway when constructed, such culvert to be thirty (30) feet in length for a single drive and thirty-six (36) feet for a shared drive. The pipe shall be reinforced concrete of a size determined by the Delaware County Engineer. Furthermore, driveway pipe installed prior to DelLanCo completing ditch grading to plum grades with seeding establised will be considered temporary and may have to be replaced by the lot owner. All access to building site must be across temporary drive pipe. Any damage to ditch line or other subdivision improvements caused by vehicles improperly accessing the site is the lot owner's responsibility to repair.

Enclosing the ditch in a pipe shall be permitted only if the proper authority (Township or County) has approved the pipe size, grading plan and inlet structures. Such approval shall be submitted to DelLanCo in writing from the proper governmental authority before work commences.

Section 6. Signs.

(a) Display Signs and Outdoor Advertising - Generally. No sign of any kind shall be displayed on any portion of the Property, except for a single sign not exceeding one square foot of display surface on a residence building, stating the name and/or address, or other identification of the occupant, without any designation of the occupation or profession of the occupant.

(b) Real Estate Signs. A single sign offering real estate for sale or rent or indicating that the same has been sold, may be erected and displayed only upon the lot or parcel so offered for sale or rent and subject to the following limitations:

(i) Such sign, which may be lettered on both sides, shall not exceed eight (8) square feet in area or display surface on each side, an aggregate total of sixteen (16) square feet per sign, and shall not exceed four (4) feet in height above the ground level.

(ii) Such sign shall not be located closer to the curb or street pavement edge on which the lot or parcel fronts, than twenty-five (25) feet, and, on corner lots, shall not be nearer to either curb or pavement than twenty-five (25) feet.

(iii) Such sign shall not be illuminated either by internal or external means.

(iv) For sale or rent signs shall be removed not later than ten (10) days after the contract for sale or rent of said property has been entered into. Signs indicating that the property has been sold shall not be displayed for more than ten (10) days. Not more than one (1) of the signs mentioned in this subparagraph may be erected or displayed on any lot or parcel at the same time.

(v) One sign indicating that the building is open for inspection may be displayed only on the lot or parcel, and only when the agent or owner is present, and only during the time the building is available for inspection.

(c) Subdivision Signs. Signs advertising sale of lots in an undeveloped subdivision of the Property, or any addition thereto, may be erected and displayed in said subdivision as follows:

(i) No such sign shall be located nearer than forty (40) feet to any street right-of-way line.

(ii) When located forty (40) feet from the front property line, such sign shall not exceed forty (40) square feet in area or display surface. The maximum area may be increased by ten (10) square feet for every additional ten (10) square feet of distance from the front property line, but in no case exceed the current requirements of the Liberty Township signage code.

(iii) No such sign shall be more than nine (9) feet in height above the established grade of the abutting street.

(iv) Not more than one such sign facing on any street shall be permitted in any subdivision.

(v) Each such sign shall be removed at the expiration of one year after its erection or when 60 percent (60%) of the lots fronting on the street which such sign faces have been built upon or occupied as residences, whichever occurs later.

(d) Contractor's Signs: Signs announcing the names of contractors, subcontractors and material-men participating in the construction of a building on the Property shall be permitted during the actual construction period as follows:

(i) Such signs sahll be located only on the parcel of land being improved. Not more than one such sign shall be permitted for each building being constructed.

(ii) No such sign shall exceed twenty (20) square feet in area or display surface, and no such sign shall be lettered on more than one side.

(iii) No such sign shall extend more than four (4) feet above the grade of the lot on which it is located.

(iv) Such sign shall not be located nearer the front property line than twenty-five (25) feet, and on corner lots shall not be nearer the right-of-way line of either street than thirty (30) feet.

(e) Political Signs: Political signs having reference to a candidate for elective public office or a public question or issue to be submitted to the voters at a general, special, or primary election, may be erected or displayed, without authorization by DelLanCo, but subject to the following limitations and conditions:

(i) Such signs may be displayed only during a period of time beginning fifteen (15) days before the election at which such candidacy, question, or issue is to be submitted to the voters, and ending on the third day following such election.

(ii) Such signs, which may be lettered on both sides, shall not exceed, in the aggregate, three (3) square feet in area or display surfaces, and shall not exceed four (4) feet in height above the ground level.

(iii) Such signs shall not be located nearer any street right-of-way line than twenty-five (25) feet.

(iv) Such signs shall not be illuminated in any manner.

(v) Not more than one such sign for all candidates, questions and issues shall be permitted for each lot or parcel on which such sign is located.

(f) Temporary Signs: Notwithstanding anything contained in this Section 6 to the contrary, temporary signs (i.e., signs to be displayed for a period of forty-eight (48) hours or less, and not to be redisplayed for a period of at least one (1) month, other than those signs specifically listed in this Section 6, shall be exempt from the requirements imposed by this Section 6.

(g) Signs - Generally.

(i) Specifications: DelLanCo may set specifications of design, form, material, color, letter style and size, methods of framing, mounting, or other sign characteristics.

(ii) Liability for Signs: DelLanCo shall notify the owner of any property whereon exists a non-conforming sign. It is the duty of the property owner to correct or remove such sign withing seven days. After seven days, it shall become the duty of DelLanCo, Inc. to cause such sign to be corrected or removed, costs thereof become a current charge to the property owner and, when certified, a lien upon the real estate.

Section 7. Nuisances. No activity noxious or offensive in the reasonable judgment of DelLanCo shall be carried on or permitted upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including, without limiting the generality of the foregoing, the outside parking or storage of boats, trailers, or other large or unusual vehicles in locations visible from public streets or neighboring sites.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the Property, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Animals shall neither be permitted to run loose outside of the owner's property or any public access that may exist within the No Build Zone.

No more than two mature members of a given animal genus may be maintained on the property. Any animal older than ninety (90) days is, for the purpose of this restriction, considered as mature.

Section 9. Garbage and Rubbish Disposal. No portion of the Property shall be used or maintained as a dumping ground for rubbish or other similar material, and all materials from construction shall be picked up daily. All garbage and other similar material shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. DelLanCo may from time to time establish reasonable rules for the storage and disposal of garbage, rubbish and other similar material.

Section 10. Antennas. No radio, television or other antenna shall be attached or affixed in any way to (a) the exterior of any house or garage, (b) any part of any fence, pole or structure other than a house or garage, or (c) any tree, bush, or other living thing; unless DelLanCo gives their written consent, which it may withhold for any reason. It is anticipated that in most instances interior or attic antennas will provide adequate service and that it will be undesirable to permit the use of outdoor antennas.

Section 11. Clothes Lines; Hanging Devices. Clothes, diapers, towels, bedding, rugs, draperies or other similar articles shall not be regularly hung out in exposed view on any portion of the Property to dry or air, nor shall there be regularly maintained on any portion of the Property exposed to public view, any exterior clothes line or other hanging device.

Section 12. "No Build Zone" Deed Restrictions. The No Build Zone shown on the plat shall run with the land in perpetuity so that said No Build Zone shall forever be restriced from development with commercial or residential buildings, structures and uses. It is the intent and purpose of the No Build Zone to restrict and forbid any activity or use which would, as a natural consequence of such, impede or make more difficult the accomplishment of the purpose for which the No Build Zone was created, as outlined herein. In the No Build Zone:

(a) No dumping or burning of refuse shall be permitted.

(b) No hunting or trapping shall be permitted.

(c) The natural resources shall remain undisturbed. No topsoil, sand, gravel, rock or minerals shall be excavated or removed therefrom and nothing shall be permitted to occur on the premises which would contribute to the erosion of the land. No commercial lumbering operations shall be permitted on the premises and no trees shall be cut or removed, except for the removal of such dead, diseased or decayed trees or vegetation which may be required for conservation or scenic purposes or for reasons of public safety. It is the intent of this No Build Zone that no private encroachment shall be permitted, such as, but not limited to, planting of flowers, shrubs, garden material, etc., dumping of trash or debris, or the installation of any type of recreation or other facility or convenience.

(d) The No Build Zone, however, is not intended to interfere with or detract from the use of said permises by developer or its successors in interest for all purposes, present and future, not inconsistent with this grant, and such forest management practices envisaged by and consistent with the provisions of Ohio Revised Code Section 5713.22 et. seq.

Section 13. Landscape Buffer Zone. The landscape buffer zone (hereinafter "buffer") shown on the plat is part of lots 1678, 1706, 1698, 1697, and 1696. The landscaping on these lots is to be maintained by and is for the use of the lot owner on which his pro rata share of the zone occurs. No changes in landscaping may be made without the approval of the Liberty Township Zoning Board. The buffer and its maintenance in perpetuity is a condition of the zoning. In addition, the buffer is also restricted in accordance with Section 12 (a) (b) and (c) above.

Section 14. Builder Approval. To assure the overall quality control to owners and fidelity to the community architecture, its quality and integrity of detail and construction, no person may undertake construction or preparation for construction of a residence on any platted site in Ashbury Glen unless such person be first designated in wrting by DelLanCo as an "approved builder". The DelLanCo office shall maintain a list of approved builders and a copy of such approvals.

Section 15. Lot Maintenance. It shall be the duty of the property owner to keep the property, including lawns, shrubbery, and trees, in a neat and well-maintained condition. Such duty for lawn and landscape maintenance shall extend to the edge of pavement and include the shoulder area.

All grassed portions of vacant lots will be mowed at least once per month from April through October, unless grass is less than four inches in height. DelLanCo shall notify the owner of any vacant lot that is not mowed in accordance with the provisions of this paragraph. It is the duty of the property owner to mow the lot withing seven days. After seven days, it shall become the duty of DelLanCo, Inc. to cause the lot to be mowed, costs thereof become a current charge to the property owner and, when certified, a lien upon the real estate.

Section 16. Speculative Building. Construction of a speculative residence may not be undertaken except by a resident owner or an "approved builder" who shall be the bonafide principal equity owner of any such speculative residence undertaken. No such owner or builder shall have an unfinished or unsold speculative residence in

Ashbury Glen at such time as he has another staked or commenced in Ashbury Glen, unless written "Special Authorizaion" is granted by DelLanCo for construction by him of the specific additional (not to exceed four in any twelve month period) residences. A speculative residence is one for which there is not a bonafide contract of sale in existence and the owner or builder does not intend to personally occupy.

Section 17. Excavations. Excavation on any site shall be back-filled as soon as possible consistent with good construction practice and the disturbed area shall be graded. Immediatley upon grading, steps shall be taken to effectively minimize erosion, either through sodding, seeding, strawing, placement of straw bales or other approved method. Erosion and its effects are a responsibiltiy of the contractor.

Secion 18. Miscellaneous. Overnight parking on the paved portion of the street is prohibited and PARKING ON THE GRASS SHOULDER IS PROHIBITED AT ALL TIMES.

Section 19. Building Setback. Minimum building setback shall be as shown on the recorded plat unless modified setback is authorized in writing by Liberty Township at the time of and as a part of the residence and site plan approval.

ARTICLE III

RIGHTS OF ENJOYMENT IN THE COMMON PROPERTY

Section 1. Use of the No Build Zone and Reserves. All Owners, by reason of such ownership, shall have the right to enjoyment of the No Build Zone and reserves, if any, for so long as they are owners.

ARTICLE IV

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Section 1. Constructive Notice. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference to these is contained in the instrument by which this person acquired an interest in said Property.

ARTICLE V

AMENDMENTS

Section 1. Termination. The consent of Owners of at least 80% of the lots, and the consent of DelLanCo shall be required to terminate there restrictions. However, the consent of DelLanCo, required under this Section 1, shall not be required in event that DelLanCo, its successors or assigns, is dissolved or otherwise ceases to exist without its having made a conveyance to another party of its right to enforce these provisions.

Section 2. Amendments. Except where greater percentages are required pursuant to Section 1 above, the consent of Owners of at lest 65% of the lots, and the consent of DelLanCo shall be required to make any amendment to Articles I through VII of these restrictions. However, the consent of DelLanCo, required under this Section2, shall not be required in event that DelLanCo, its successors or assigns, is dissolved or otherwise ceases to exist without its having made a conveyance to another party of its right to enforce there provisions.

ARTICLE VI

Section 1. Termination of DelLanCo Control. Upon the conveyance of 90% of the lots of the lots in Ashbury Glen from DelLanCo, its successors or assigns, all of DelLanCo's rights and obligations as set forth in Articles I through VII will transfer to a three-person committee of property owners elected by a two-thirds majority of all property owners excluding DelLanCo.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Covenants Run With the Land. These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by DelLanCo and the owners of any land described herein or otherwise subject hereto, their respective legal representatives, heirs, successors, and assigns, and except where specifically provided otherwise, shall be enforceable for a term of thirty-five (35) years from the date this deed is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amendments are made to said convenants and restrictions pursuant to Article V.

Section 2. Enforcement. Enforcement of the covenants, restrictions and agreements herin shall be by any proceeding at law or in equity against any person or persons violationg or attempting to violate any covenant, restriction or agreement either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants. Failure by DelLanCo or any lot owner to enforce any covenant, restriction or agreement herein contained shall in no event be deemed a waiver of the right to take such action for the violation or for any further violation.

Section 3. Paragraph Headings. The paragraph headings are intended for convenience only and are not intended to be a part of these restrictions or in any way to define, limit or describe the scope of intent of the particular section to which they refer.

Section 4. Effect of Invalidation. If any provision of these restrictions is held to be invalid by any Court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

ARTICLE VIII

SPECIAL PROVISIONS

Section 1. Adjoining Land. Notwithstanding anything contained herein to the contrary and without limiting anything contained herein, it is understood and agreed that the Property or portions thereof may be used for any purpose in connection with a residence or residences developed on land adjacent to the Property without the requirement that a residence be constructed on the Property or portion thereof (for example, and not by way of limitation, a driveway, tennis count, or other recreational facility, etc.); provided however, such use(s) shall otherwise comply with the remaining provisions thereof.

ASHBURY GLEN

M. S. N. Murthy

† SUBDIVISION REVIEW No. 4-88 A.

NOTE:
100 Year Flood Elevation for No Building Zone north of Ashbury Close is EL.883.5.

100 Year Flood Elevation for No Building Zone along south boundary is EL.871.6.

† Ashbury Glen was formerly known as Westbury and was approved as such by Delaware County Planning Commission under above indicated Subdivision Review Number.

100 Year Flood falls within the limits of the No Build Zones shown.

NOTE: Driveway Culverts are sized for reinforced concrete pipe.

NOTE: 20' Easement for representation of drainage flow running through site from Jewett Rd. pipe crossing is within the limits of the No Build Zone shown.

Easements denoted by the following:

Width of easement is as shown on plat. If not indicated otherwise, easements are for all utilities and for drainage.

20' SANITARY SEWER, DRAINAGE & UTILITY EASEMENT

SANITARY SEWER, DRAINAGE & UTILITY EASEMENT

20' Offsite Sanitary Sewer Easement (see Calumet Farm Subdivision P.B. ___ P. ___)

20' Offsite Sanitary Sewer easement is recorded in P.B. 22 P. 30 for Abbott Suite at Loch Lomond, Section III

ACME HOLDING COMPANY D.V. 488 P.787 (28.991 Ac. [OHIO.])

LOT
1678
1679
1680
1681
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1706

NO.	RA
(1)	4.25
(2)	25
(3)	15
(4)	7
(5)	3
(6)	3
(7)	30
(8)	3

NOTE: From Building to No Building

APPRO

Approved this 23 day of May, 19

Approved this 27th day of MAY, 19

Approved this 18 day of Sept., 19

Approved this 24TH day of SEPT., 191

Approved and accepted this 1st day of and easements dedicated on the attache County of Delaware, State of Ohio.

Commissioner, Delawar

Commissioner, Delawar

Commissioner, Delawar

Transferred this 1 day of October, 199

File No. 6765

Filed for record this 1 day of Oc

Recorded this ___ day of ___, 1991

Plat Book 24

ACREAGE

23 Lots	25.4569 Acres (0.9123 Average)
Dedicated Right-of-Way	3.2885 Acres
Total	28.7454 Acres

WE do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are shown in feet and decimal parts thereof. Dimensions shown along curves are chord measurements. A 3/4" x 30" iron pipe with plastic insert marked "Hergatt R.S. 5824" shall be set at all lot corners.

HERGATT AND ASSOCIATES
Engineering — Surveying
Westerville, Ohio
Telephone (614) 965-1273

Registered Surveyed No. 5824 — 5/21/90 Date

DRIVEWAYS

Driveway access to Jewett Road will not be permitted on Lots 1678, 1696, 1697, 1698 and 1706.

A joint driveway to Ashbury Close may be utilized along the common line between Lots 1682 and 1683, Lots 1683 and 1684.

AUDITOR INFORMATION

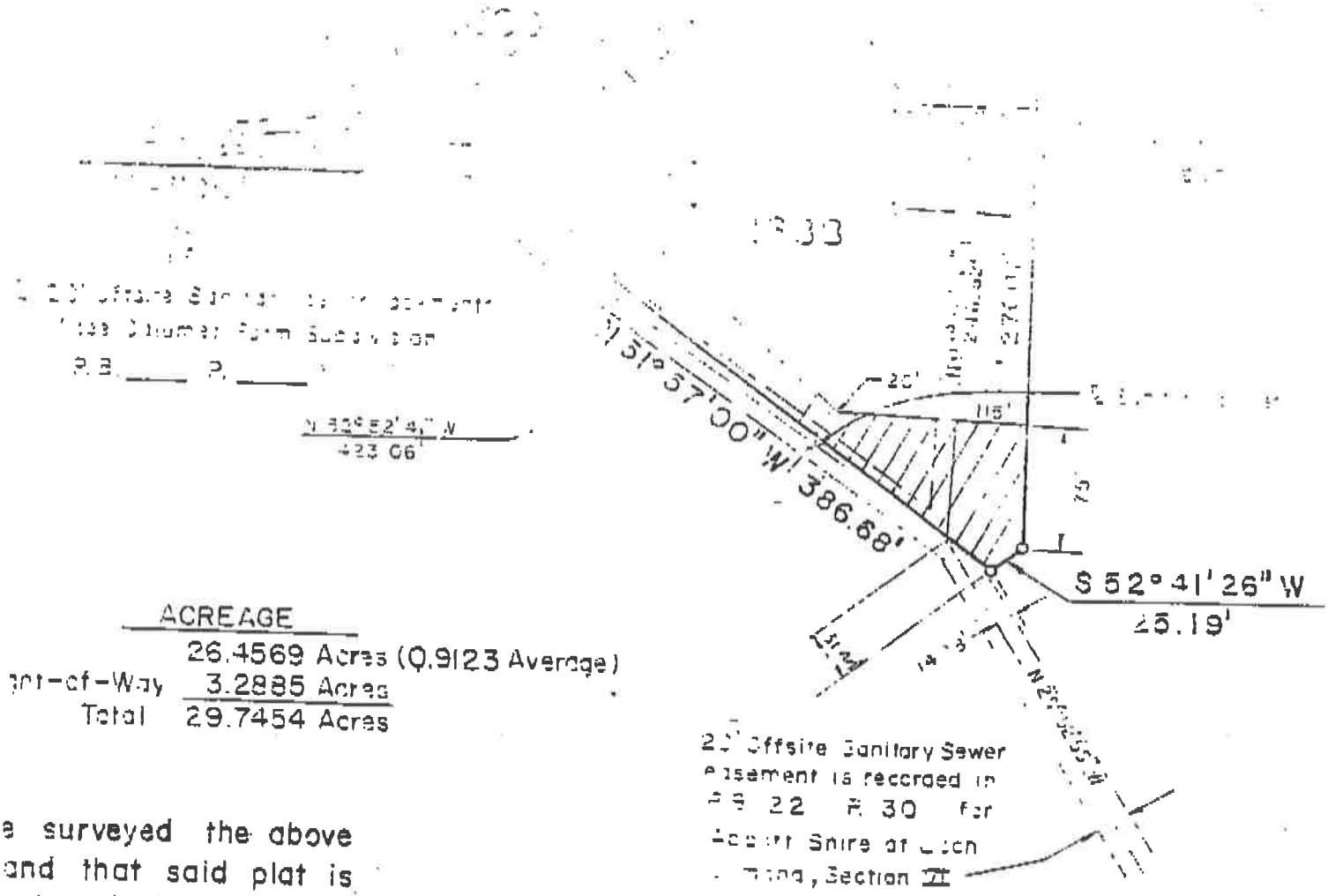
Farm Lot 17	17.270 Ac.
Farm Lot 18	12.700 Ac.

BUILDING SETBACKS

FRONT (Min.)	-30'
REAR	+40'
SIDE (Total)	+30'
SIDE (Min. / side)	+15'

LEGEND

- Iron pipe found or 3/4" iron pipe set with plastic cap marked "Hergatt R.S. 5824"
- ⊙ Railroad spike found
- ⊕ Reversed station set
- ▪ P.K. nail set



ACREAGE

	26.4569 Acres (0.9123 Average)
ght-of-Way	3.2885 Acres
Total	29.7454 Acres

e surveyed the above and that said plat is set and decimal parts chord measurements. marked "Hergatt R.S.

DRIVEWAYS

Driveway access to Jewett Road will not be permitted on Lots 1673, 1696, 1697, 1698 and 1706.

A joint driveway to Ashbury Close may be utilized along the common line betwee Lots 1681 and 1682, Lots 1687 and 1688.

DIATE'S

1973

Rev 9/21/90
5/21/90
Date

AUDITOR INFORMATION

Farm Lot 17	17.270 Ac.
Farm Lot 18	12.700 Ac.

BUILDING SETBACKS

FRONT (Min.)	= 50'
REAR	= 40'
SIDE (Total)	= 30'
SIDE (Min. 1 side)	= 15'

LEGEND

- ● Iron pipe found
- o 3/4" Iron pipe set with plastic cap marked "Hergatt R.S. 5824
- • Railroad spike found
- ▫ Railroad spike set
- • P.K nail set