DELAWARE COUNTY, OHIO
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VOL 577 PAGE 99
J. P. Conklin
COUNTY RECORDER
FEE $ 60 00 SC
1 NOTATION

17331

DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND ASSESSMENT LIENS FOR CALUMET FARMS

This is a declaration of covenants, restrictions, and conditions made on this 15th day of August, 1994 by Calumet Farms Company, an Ohio general partnership, (hereinafter referred to as "Declarant").

Background

A. Declarant is the owner in fee simple of the following described real estate situated in the Township of Liberty, County of Delaware, and State of Ohio:

Being Lots Numbered 1263 through 1279, and 1299 through 1304, of CALUMET FARMS PHASE 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slide 370, REcorder's Office, Delaware County, Ohio.

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.

B. The "Property" shall refer to the real property described herein and known as Calumet Farms and all appurtenances thereto. "Lot" as used herein shall mean any one of Lots in Calumet Farms shown on the recorded plats. "Common Property" shall refer to those areas delineated as Reserves on the recorded plat including but not limited to entryways and recreational facilities including but not limited to children's playgrounds. "Owners" shall refer to any Owner of a Lot in Calumet Farms.

C. Declarant or any entity or form of business organization controlled by Declarant, 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 land. A supplementary deed or Amendment to this Declaration describing such additional lands and adopting by reference the provisions hereof shall be sufficient to subject such lands to provisions hereof. In addition, such supplementary deed and or Amendment may contain such complimentary 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 Declaration.

D. Declarant desires to create a plan of covenants, restrictions and conditions for the Property and to retain in Declarant or its successor in interest, the right to approve all plans for homes to be constructed on the Property for the benefit of and to protect the interests of the public, Declarant, each Owner, and their respective heirs, successors and assigns.

NOW THEREFORE, Declarant hereby declares that the Lots and the Common Property as shown on the recorded plat of the Property shall be held, sold, conveyed and occupied subject to the following covenants, restrictions and conditions which are for the purpose of protecting the values and desirability of, and which shall run with the title to, the Lots and the Common Property and each part thereof, and be binding on all parties having any right, title or interest in the Lots, and their respective heirs, successors, and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, the Trustees of the Township of Liberty, each Owner, the respective heirs, successors and assigns of each Owner, and Calumet Farms Association, which shall be created as an Ohio corporation not-for-profit, whose members are all Lot Owners, formed to own and administer the common property and to administer the covenants created hereunder.

ARTICLE I
CALUMET FARMS ASSOCIATION

1.01 FORMATION

Simultaneously with the execution of this Declaration, Declarant has caused or shall cause to be formed an Ohio corporation not-for-profit, the name of which is CALUMET FARMS ASSOCIATION (hereinafter "the Association").

1.02 PURPOSE & POWERS

The purpose and powers of the Association shall be those set forth in the Articles of Incorporation and Code of Regulations of the Association.

1.03 MEMBERSHIP

Each Owner of a Lot shall become a member of the Association as more specifically provided in the Code of Regulations of the Association.

1.04 CONTROL

Declarant shall serve as the Association until the date thirty (30) days following the date on which seventy-five percent (75%) of the Lots in Calumet Farms have been conveyed to bonafide purchasers or January 1, 1998, whichever first occurs (The Turnover Date). Within sixty (60) days of the Turnover Date, the Declarant shall call the first meeting of the Association at which shall be elected a new Board of Trustees (hereinafter "Trustees") from among the members of the Association pursuant to the Code of Regulations.

ARTICLE 2
ASSESSMENTS

2.01 ESTABLISHMENT OF ASSESSMENT

For the purpose of providing funds for maintenance, repairs, and improvement of the Common Property, and other expenses and costs incurred by the Association, the Trustees shall, prior to January 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year, and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments (monthly, quarterly, etc.), and shall have such due dates, as the Trustees from time to time determine. The first year the assessment shall be due shall be the year in which the common improvements are completed as determined by Declarant. The maximum annual assessment for the first year for which assessments by the Association are levied shall be Two Hundred Fifty and no/100 Dollars ($250.00) per Lot (or a proportionate part thereof, if only a part year) and provided that each year after the first full calendar year for which assessments are levied, the annual assessment may be increased by the Trustees up to twenty percent (20%) per year without Owners' vote during the first five ('5) years. Any increase shall be in the amount as determined by the Trustees which shall be reasonable; provided, however, that if the increase is greater than twenty percent (20%) per year, the Owners must approve said increase by a vote of no less than two-thirds (2/3) of the Owners voting, in person or in proxy, at a meeting called for such purpose.

2.02 ESTABLISHMENT OF LIEN

If any Owner shall fail to pay any installment within ten (10) days after due, the Association shall be entitled to a valid lien

for that installment or the unpaid portion of that year's assessment, if the Trustees so elect, together with interest, late fees and costs, which lien shall be effective from the date that the Association certifies the lien to the Delaware County Recorder. Additionally, each such assessment together with interest, late charges and costs, shall also be the joint and several personal obligation of the Owners who own the Lot at the time when the assessment falls due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of Ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Association's lien to the Delaware County Recorder, or prior to the date that the Association obtains a certificate of judgment against a defaulting Owner, whichever is the first to occur.

2.03 SPECIAL ASSESSMENT LIEN

Each Owner shall comply, or cause compliance with all covenants, requirements and obligations contained herein, and with all rules and regulations promulgated by the Association. Upon the failure of an Owner to comply with such covenants, requirements, and obligations, the Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Trustees, take whatever action they deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance, together with the interest at such lawful rate as the Trustees may from time to time establish, shall be immediately due and payable from the Owner to the Association, and the Association shall be entitled to a valid lien as security for the payment of such costs incurred, and interest, which liens shall be effective from the date that the Association certifies the lien to the Delaware County Recorder.

2.04 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 institutional 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 proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which become 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 30 days after the same shall have become due and shall give such first mortgagee a period of 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 amount secured by the lien created by this article.

ARTICLE 3
RIGHTS OF ENJOYMENT IN THE COMMON PROPERTY

3.01 DESIGNATION OF COMMON PROPERTY

Declarant intends to convey to the Association, subsequent to the Turnover Date, the Common Property as designated as Reserves on the recorded plat of Calumet Farms. No part of Calumet Farms shall be Common Property subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated, filed on the plat filed for record with the Delaware County Recorder.

3.02 USE OF COMMON PROPERTY

All Owners, by reason of such ownership, shall have a right and easement of enjoyment in the Common Property for so long as they are Owners within the previously defined meaning of that term. Such right and easement are appurtenant to each Lot and shall not be transferable except as they shall automatically transfer with the transfer of the ownership of a Lot. All such rights, easements and privileges in this Paragraph 3.02 set forth, however, shall be subject to the further provisions of these restrictions and the right of the Trustees to promulgate and adopt reasonable rules and regulations pertaining to the use of this Common Property, which in the sole discretion of the Trustee, shall serve to promote the safety and convenience of the users of the Common Property and will be in the interest of the Owners.

3.03 AUTHORITY TO CONVEY COMMON PROPERTY

Notwithstanding the rights, easements and privileges granted under this Article 3, the Association shall nevertheless have the power and authority to convey or dedicate any property or easement or right of way over any property referred to in Paragraph 3.01 hereof free and clear of all such rights, easements and privileges if such conveyance or dedication is for use as a public roadway or pedestrian walkway, or to a public or private utility for the installation, operation and maintenance of utility services. Any other conveyance or dedication of Common Property shall be made only for a public purpose and, if made for a purpose other than those specified in the immediately preceding sentence of this Paragraph 3.03, only by an affirmative vote of at least two-thirds of the voting members of the Association represented in person or by proxy entitled to vote at a meeting (annual or special) called for such purpose.

3.04 MAINTENANCE OF COMMON PROPERTY

The Association at its sole cost and expense shall maintain the Common Property and all improvements constructed thereon. All decisions regarding said maintenance shall be made solely by the Association after the Turnover Date. Further, Declarant shall not enter into any management contract or contract for goods or services to be provided in connection with the maintenance of the Common Property which shall survive the Termination Date unless such agreement is terminable by the Association at such date.

ARTICLE 4
GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS

4.01 EASEMENT TO MAINTAIN COMMON PROPERTY

Declarant hereby grants to the Association, its successors and assigns, perpetual right and easement to maintain and beautify with shrubbery plantings or otherwise Common Property designated Reserve A on the plat of Calumet Farms.

4.02 EASEMENT TO MAINTAIN ENTRYWAY

Declarant hereby grants to the Association, its successors and assigns, perpetual right and easement to maintain and beautify with shrubbery plantings or otherwise the entryways as delineated on the plat of Calumet Farms.

4.03 EASEMENT TO MAINTAIN RECREATIONAL FACILITIES

Declarant hereby grants to the Association, its successors and assigns, perpetual right and easement to maintain and beautify with shrubbery plantings or otherwise the recreational facilities to be constructed upon Reserve B on the plat of Calumet Farms.

ARTICLE 5
APPROVAL OF PLANS

5.01 REQUIREMENT OF APPROVAL

For the purpose of maintaining specific architectural guidelines and standards for the development of all Lots, each Owner shall be required to submit two (2) complete building and site plans with specifications for the buildings intended to be erected thereon to the Declarant, 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. Landscape plans may be submitted at a later date as long as said plans are approved prior to installation. Each Owner covenants that no tree removal, no excavation, no construction or any other site work shall be commenced and no materials shall be stored upon the Lot by said Owner or his agents, heirs, successors or assigns which would in any way alter the Lot from its present state until the Declarant shall have approved said plans and specifications in writing. The Association shall assume responsibility for any approvals after seven (7) years from the filing of these restrictions.

5.02 FAILURE TO APPROVE OR DISAPPROVE

If the Declarant fails within thirty (30) days after receipt of the said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements fulfilled.

5.03 BASIS OF APPROVAL

In considering plans and specifications submitted, Declarant will take into consideration, among other things, 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 the overall development of Calumet Farms. Declarant may require submission of samples of material to be used in the construction of said residence as a condition of approval of said plans and specifications.

5.04 LIABILITY RELATING TO APPROVAL

Neither Declarant nor any successor shall be liable to any Owner by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with approving or disapproving or failing to approve plans submitted. Every person or entity who submits plans agrees by submission of such plans that he or it will

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not bring any actions or suit against the Declarant or its successor to act or to recover any damages.

ARTICLE 6
LAND USE

6.01 LOT USE

All of the Lots located in Calumet Farms as shown on the recorded plat shall be used for single-family residential purposes only.

6.02 LOT SPLIT

No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new Lot except as provided for in Article 6 herein.

6.03 TRADE OR COMMERCIAL ACTIVITY BARRED

No trade or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the Owners of any said Lot in Calumet Farms.

6.04 BUILDING LOCATION

No building shall be located on any Lot within a No Building Zone or easement shown on the recorded plat or on any Lot nearer to the front line or nearer to a side street line, or rear line than the minimum building setback line shown on the recorded plat. No portion of any Lot nearer to any street than the building setback line 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 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 Lots for walks, drives, the planting of trees, shrubbery, the growing of flowers or other ornamental plants, or for the small statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable or grains of the ordinary garden or field variety shall be grown on such portion of the said Lots, and no weed, underbrush or other unsightly growths shall be permitted to grow or to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation. Construction of a residence must be completed within one (1) year from start.

6.05 LANDSCAPE PLAN

Pursuant to the provision of 5.01 herein, the landscape plan must include 2" diameter trees, with the species, quality and location of the trees to be determined by Declarant. All lots must be seeded or sodded.

6.06 DRIVEWAY REQUIREMENT

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 Declarant completing ditch grading to plum grades with seeding established will be considered temporary and may have to be

replaced by 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 Declarant in writing from the proper governmental authority before work commences.

Any damage to the street right-of-way adjacent to the Lot shall be the responsibility of the Owner to repair.

6.07 TEMPORARY STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage shed, pet dwelling or other outbuilding shall be used on any Lot at any time; provided, however, temporary buildings or trailers during construction shall be permitted for a period of one year unless extended by the Association. All construction temporary facilities must be removed within fourteen (14) days after completion of the home.

6.08 ANIMALS

No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or cats may be kept on any one Lot except such dogs or cats in excess of such numbers are less than three months of age.

6.09 WASTE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except 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.

6.10 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.

6.11 HOBBIES

Hobbies or other activities which tend to detract from the aesthetic character of Calumet Farms 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, motor boat, and sail boat repair.

6.12 BOATS, TRAILERS, MOTOR HOMES, AND OTHER VEHICLES

No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot for a period longer than five (5) days in a condition such that it is not able to be operated upon the public highway. The foregoing does not apply if it is in a garage or other vehicle enclosure out of view from the street and abutting properties. 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. 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 hours in any period of thirty (30) days.

6.13 GARAGE

No dwelling may be constructed on any Lot unless an enclosed garage for at least two automobiles is also constructed thereon.

6.14 SIGNS

No signs of any kind shall be displayed to the public view on any Lot, except one temporary sign of not more than twelve square feet advertising the property for sale or rent, or sign used by the builder to advertise the property during the construction sales period. No sign of any kind shall be permitted in the Common Property except the Developers project sign unless permission is granted by the Board of Trustees.

6.15 ANTENNAS

Television and radio antennas, including but not limited to a Satellite dish, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or Lot.

6.16 ENTRANCE WALLS, FENCING, SUBDIVISION IDENTIFICATION SIGNS, EARTH MOUNDS AND LANDSCAPING

The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping, if any, placed on any of the Lots in Calumet Farms by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective Lots or by the Association.

6.17 GRADING AND DRAINAGE AND LAKE FRONT LOTS EASEMENT RIGHTS

Within the easement areas designated on the recorded plat, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of the drainage channels or water over said easement areas. The easement area of 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.

No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configurations.

6.18 MAILBOXES

The design, construction, location and color of mailboxes to be used in Calumet Farms must be built in accordance with the requirements of Declarant.

6.19 EXTERIOR MATERIALS AND COLORS

Finish building materials shall be applied to exterior of all buildings in Calumet Farms. The colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings after the Turnover Date. The Trustees shall have sole right to approve or disapprove the exterior materials and colors. No home shall be constructed with an exterior material of aluminum or vinyl siding.

6.20 MAINTENANCE OF LOTS AND BUILDINGS

No Lot and no building or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair. Owner, for himself and his successors and assigns, hereby grants Calumet Farms Association the right to make any necessary alterations, repairs or maintenance to carry out the intent of this provision. Owner agrees to reimburse Calumet Farms Association for any expenses actually incurred by carrying out the foregoing.

ARTICLE 7
LAKE ADMINISTRATION

7.01 LAKE FRONT HOMEOWNERS' ASSOCIATION

Grantor, in order to insure that the lake which abuts Lots 1293, 1294, 1295, 1296, 1297, 1310, 1311, 1312, and 1313 (the "Lake Front Lots") shall be maintained in a manner that will contribute to the comfort and enjoyment of the Owners of the Lake Front Lots and provide for other matters of concern to them, has organized the Lake Front Homeowners' Association (the "Lake Association"). The purpose of the Lake Association shall be (i) to maintain the lake; (ii) to provide and pay for insurance in such types and amounts as the Lake Association shall determine with respect thereof; (iii) to establish rules and regulations pertaining to the use of the lake; and (iv) to take such other action as the Lake Association is authorized to take pursuant to its Articles of Incorporation and By-Laws or the Deed. The Lake Association membership shall be comprised of the record Owners of the Lake Front Lots who shall each have one (1) vote for each Lake Front Lot owned in all elections and on all matters requiring a vote as set forth herein or in the Articles of Incorporation or By-Laws of the Lake Association. Grantor shall be a member of the Lake Association so long as it owns one (1) or more of said Lake Front Lots. The actions of the Lake Association shall be subject to the consent of three-fourths (3/4) of the votes allotted herein. Joint, common or other multiple ownership of any of the Lake Front Lots shall not entitle the Owners thereof to more than the number of votes which would be authorized if said Lake Front Lot was held under one name.

7.02 ASSESSMENTS

Each Owner of any Lake Front Lot, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association an annual assessment for Common Expenses (as hereinafter defined) and special assessments (as hereinafter provided). For the purposes hereof, the term "Common Expenses" shall mean the expenses and costs incurred by the Association in performing the rights, duties and obligations set forth herein and in its Articles of Incorporation or By-Laws.

(a) Maximum Annual Assessment for Common Expenses:

1. Initial Assessment: Until January 1 of the year immediately following conveyance by the Grantor of the first Lake Front Lot to an Owner, the maximum annual Common Expense assessment per Lot shall be Fifty and no/100 Dollars ($50.00).

2. Standard Increases: From and after January 1 of the year immediately following the conveyance by the Grantor of the first Lake Front Lot to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of three-fourths (3/4) of the total votes of all Owners of Lake Front Lots.

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3. Special Increases: From and after January 1 of the year immediately following the conveyance by the Grantor of the first Lake Front Lot to an Owner, the maximum annual assessment for Common Expenses may be increased above the increase permitted by Article VI, Section 2, Item "a-3" immediately above by a vote of three-fourths (3/4) of the total votes of all Owners of Lake Front Lots at a meeting duly called for this purpose.

(b) Special Assessment 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 lake, provided that any such assessment shall have the assent of three-fourths (3/4) of the total votes of all Owners of Lake Front Lots at a meeting duly called for this purpose.

(c) Notice of Meeting and Quorum for any Action Authorized Under Section (2-a) and (2-b) above: Written notice of any members meeting called for the purpose of taking any action authorized under Section (2-a) and (2-b) of this Article 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 three-fourths (3/4) of all the votes shall constitute a quorum.

(d) Date of Commencement of Annual Assessments: Due Dates: The annual assessments for Common Expenses shall commence as to Lake Front Lots on January 1, 1994. The Association shall fix the amount of the annual assessment for Common Expenses against each Lot no 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.

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

(f) 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 Lake Front Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the lake, or abandonment of his Lake Front Lot.

(g) 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 Lake Front 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 Lake Front Lot foreclosed, and thereafter

to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(h) Restriction Exclusion: This restriction shall not apply, however, to financial institutions who may bid said property in at any foreclosure sale brought by them without regard to the ownership restriction. Each record Owner shall be jointly and severally liable for the assessments attributable to the Lake Lot in which he or she or it owns an interest. Each Lake Lot shall be assessed as provided above and each owner of the Lake Lot shall be responsible for its full payment, rights of contribution from other Owners notwithstanding. In no event, however, shall the Association be entitled to more than one payment.

7.03 LAKE FRONT LOT EASEMENT RIGHTS

Every Owner of a Lake Front Lot shall have a right and non-exclusive easement of enjoyment in and to the lake which shall be appurtenant to and shall pass with the title to every Lake Front Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws, to establish, modify, amend and rescind rules and regulations regarding use of the lake;

(b) The right of the Association to suspend the voting rights and right to use of the lake by an Owner of a Lake Front Lot for any period during which any assessment levied under this deed against his Lake Front Lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

Any Owner of a Lake Front Lot may delegate, in accordance with the By-Laws, his right of enjoyment of the lake to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lake Front Lot, and occasional visitors. No damage to, or waste of, the lake 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 lake 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 lake without the prior written approval of the Lake Association. No easement or right of enjoyment shall exist in Lot Owners who do not own a Lake Front Lot. The Lake shall not be considered Common Property. Nothing herein shall be construed to grant any lake Front Lot Owner a right of enjoyment in any other Lake Front Lot.

ARTICLE 8
DECLARANT'S RIGHT TO SPLIT LOTS

8.01

Declarant shall have the right, at its option and subject to the approval of the necessary government authorities, to split Lots for the purposes of combining Lots and/or portions thereof. Said splits may also be accomplished by Declarant if necessary to resolve encroachments of set back lines or Lot lines or to comply with the orders of any governmental authority or for any other purpose which is necessary in the judgment of Declarant.

8.02

Nothing herein shall be construed to allow any home to be built on a portion of a Lot remaining, nor shall any splits be made which would increase the density of Lots in Calumet Farms.

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8.03

Once a combination of Lots or portion thereof is made by Declarant, a new Lot shall have been created for purposes of these restrictions.

ARTICLE 9
INCORPORATION OF ADDITIONAL LOTS OR COMMON AREA

Declarant is the Owner of certain contiguous land. Declarant may, at its option, develop that land in substantially the same manner as Calumet Farms and may, at its option, incorporate said additional land into these restrictions as an additional Phase or Phases. Declarant shall have until July 31, 2000 to add this additional land and all terms of these restrictions shall apply to that additional land.

ARTICLE 10
WAYNE HOLDINGS CORPORATION INTEREST IN CALUMET FARMS COMMON AREA

On May 22, 1990, Declarant sold to Wayne Holdings Corporation (hereinafter referred to as "Wayne"), a 13.282 acre tract of the originally proposed Calumet Farms in Delaware County, Ohio (attached hereto as Exhibit A and incorporated herein), consisting of 16 proposed Lots. As part consideration for this conveyance, Wayne shall pay 17.58% of the total cost to maintain the entrance area to Calumet Farms and the recreational facilities to be located on Reserves A and B of Calumet Farms. As further consideration, Wayne owns 16 membership shares in the Calumet Farms Association as if Wayne owned 16 Lots in Calumet Farms.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.01 ENFORCEMENT

Except as hereinafter provided, Declarant, the Township of Liberty, County of Delaware, each Lot owner, and the Association, jointly and severally, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration.

11.02 JOINT AND SEVERAL OBLIGATIONS

Each and every obligation with respect to a Lot hereunder shall be the joint and several personal obligation of each Owner of fee simple interest in that Lot at the time the obligation arose, and any demand, notice, hereunder or pursuant hereto or by one of such joint owners shall be deemed given, taken or received by all such joint owners.

11.03 SEVERABILITY

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

ARTICLE 12
PERIOD OF DURATION

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless by agreement of the owners of three-fourths (3/4) or more of the Lots these covenants and restrictions are sooner terminated.

ARTICLE 13
AMENDMENTS

This Declaration, as it relates to Calumet Farms, may be amended by a duly executed and recorded instrument signed by the Owners of no less than three-fourths (3/4) of the Lots in Calumet Farms, provided that any such amendment during the first seven (7) years after the date hereof must also be approved by the Declarant. Notwithstanding the foregoing, and in addition thereto, the consent of all Lot owners present, in person or by proxy, who are entitled to vote at duly called and noticed meetings of the Association, and the written consent of all Lot owners present, in person or by proxy, and the written consent of Declarant, if it then owns a Lot or Lots, shall be required for any amendment hereto or to the Articles which effects a change in (i) the method of dividing the assessments, (ii) the method of voting on Association matters, or (iii) the fundamental purposes for which the Association is organized. A holder or insurer of a first mortgage on any Lot, upon written request, shall state the name and address of such holder or insurer and a description of the Lot, and shall be entitled to timely written notice of any proposed amendment thereto.

ARTICLE 14
ACCEPTANCE

By accepting a deed to any of the above-described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf on or as of the 15th day of August, 1994.

Signed and acknowledged
in the presence of:

Pamela Taylor

Ruth E. Frantz

CALUMET FARMS COMPANY, an Ohio General Partnership

By: _____
ROBERT A. WEBB, Managing Partner

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, That on this 15th day of August, 1994, before me, the subscriber, a Notary Public in and for said State, personally came CALUMET FARMS COMPANY, an Ohio General Partnership, by Robert A. Webb, its Managing Partner, and acknowledged the signing hereof to be his voluntary act and deed and the voluntary act and deed of said Partnership.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Ruth E. Frantz
Notary Public

RUTH E. FRANTZ
Notary Public, State of Ohio
My Commission Expires February 3, 1998