Campden Lakes Association Inc.

Limited Warranty Deed

Franklin County, Ohio

LIMITED WARRANTY DEED

OF

CAMPDEN LAKES ASSOCIATION, INC.

LIMITED WARRANTY DEED - FRANKLIN COUNTY

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MAY 24 1996

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 86.00

LIMITED WARRANTY DEED

08421

KNOW ALL MEN BY THESE PRESENTS: That CAMPDEN LAKES DEVELOPMENT COMPANY, LTD., an Ohio limited liability company (the "Grantor"), in consideration of the sum of One Dollar ($1.00) and other valuable considerations paid to it by HOWARD S. ADAMS, TRUSTEE (the "Grantee"), whose tax mailing address is 8445 Gullane Court, Dublin, Ohio 43017, does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, his successors and assigns forever, the following real estate situated in the State of Ohio, in the County of Franklin, and in the City of Dublin, which property is further described as:

> Being Lots Nos. One (1) through Sixty-Six (66), both numbers inclusive, and Reserves A, B, C, D, E, F and G of CAMPDEN LAKES SECTION 1, as said Lots and Reserves are numbered or lettered and delineated on recorded plat of said subdivision, of record in Plat Book 84, Pages 23 and 24, Recorder's Office, Franklin County, Ohio.
>
> Last Transfer: Official Record Volume 30254, page J18, Recorder's Office, Franklin County, Ohio

TO HAVE AND TO HOLD the above-described premises, with all of the privileges and appurtenances thereunto belonging, to the Grantee, his successors and assigns forever.

And the Grantor, for itself and its successors, does hereby covenant with the Grantee, his successors and assigns, that the above-described premises are FREE AND CLEAR FROM ALL ENCUMBRANCES made by the Grantor, except: (1) the conditions, covenants, restrictions and agreements hereinafter set forth; (2) utility easements of record; (3) zoning and building laws, ordinances and regulations; and (4) the liens of real estate taxes and assessments which have not become due and payable; and that the Grantor will forever WARRANT AND DEFEND the same, unto the Grantee, his successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but against none other, except as noted above.

904684

TRANSFERRED
MAY 24 1996
JOSEPH W. TESTA
AUDITOR

CONVEYANCE TAX
EXEMPT
M DE
JOSEPH W. TESTA

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This deed is executed and delivered by the Grantor and accepted by the Grantee on the express understanding and agreement that the real property hereby conveyed shall be and become a part of the "Property" (as hereinafter defined) and shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to the conditions, covenants, restrictions and agreements hereinafter set forth (which conditions, covenants, restrictions and agreements are hereinafter collectively called the "Protective Covenants") which shall be deemed to run with the land, shall be binding upon the Grantee, his successors and assigns, and shall inure to the benefit of the Grantor, its successors and assigns, the Grantee, his successors and assigns, the "Association" (hereinafter defined) and each owner of a part or parts of the real property at any time constituting part of the "Property" (as hereinafter defined).

Article 1 - Additional Definitions

Unless the context otherwise specifies or requires, as used in this deed the following terms shall have the meanings specified:

§1.01 Assessments: shall mean Base Assessments, Individual Assessments and Special Assessments.

§1.02 Assessment Cap: shall mean the maximum amount of Base Assessments or Special Assessments, as the case may be, which may be levied against and collected from any Owner during any one calendar year. The amount of Special Assessments and Base Assessments may each equal, but not exceed, the Assessment Cap during any one calendar year. For the purposes of this Declaration, the Assessment Cap for 1996 shall be $400 and, for calendar year 1997 and thereafter, the Assessment Cap shall be the greater of Four Hundred Dollars ($400.00) or a sum of money having, as of January of that calendar year, a purchasing power equal to Four Hundred Dollars ($400) as of January, 1996, which sum shall be determined by increasing or decreasing Four Hundred Dollars ($400) by the same percentage by which the CPI for January of such year has increased or decreased in comparison with the CPI (using the same reference base) for January, 1996. If publication of the CPI is discontinued or if the reference bases are so changed that the CPI no longer fairly represents changes in consumer prices from those as of January, 1996, adjustments in the Assessment Cap for any calendar year shall be made in accordance with such other index as will fairly reflect such changes. The amount of any real estate taxes or assessments on Common Property payable to governmental authorities shall not be subject to the Assessment Cap.

§1.03 Association: shall mean CAMPDEN LAKES ASSOCIATION, INC., a non-profit Ohio corporation to be formed, the members of which shall be each person, firm or corporation who becomes an Owner.

§1.04 Base Assessments: shall mean those charges levied and collected by the Association from Owners of Lots to fund Common Expenses.

§1.05 Board: shall mean the Board of Trustees or other governing body of the Association.

§1.06 Building: shall mean a roofed and walled structure, together with all projections and extensions thereof, including, but not limited to, garages, porches, canopies, decks, shelters and storage areas.

§1.07 Campden Lakes: shall mean the residential community being developed and to be developed on the Property.

§1.08 Common Expenses: shall mean all expenses incurred by the Association in connection with its ownership and/or maintenance of the Common Property, including but not limited to maintenance of the median strips, cul-de-sac open space, maintenance of the pump stations and lakes, maintenance of property other than Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Common Property, utilities for the Common Property and all other expenses of any kind incurred in connection with the performance of the Association's duties and obligations and conducting its affairs and generally discharging the duties and obligations imposed upon it by the Protective Covenants or assumed by it pursuant to authorization granted by these Protective Covenants.

§1.09 Common Property: shall mean those areas of the Property designated as such pursuant to the provisions of §3.01 of these Protective Covenants and all buildings and improvements now or hereafter situated thereon.

§1.10 Community Standard: shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, as determined by the Board.

§1.11 CPI: shall mean the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items (1982 - 1984 = 100), as published from time to time by the Bureau of Labor Statistics, United State Department of Labor.

§1.12 Developer: shall mean the Grantor during such periods as the Grantor is the record holder of the fee simple title to any part of the Property and shall mean the Association at all other times.

§1.13 Improvements: shall mean and include, without limitation, buildings, out-buildings, roads, driveways, parking areas, fences, retaining walls, swimming pools, screening walls, ornamentation, signs, stairs, decks, hedges, wind-breaks, plantings, planted trees and shrubs, poles and all other structures and landscaping, and each of the foregoing shall constitute an "Improvement".

§1.14 Individual Assessment: shall mean those charges levied and collected by the Association from an Owner of a Lot for expenses or obligations which are not Common Expenses.

§1.15 Lakes: shall mean those lakes which have been developed on that portion of the Property designated on the Plat as a Lake.

§1.16 Lot: shall mean a portion of the Property designated on a Plat as a separate building lot.

§1.17 Member: shall mean and refer to any member of the Association.

§1.18 Owner: shall mean the holder or holders of record of the fee simple title to a Lot.

§1.19 Plat: shall mean any plat of all or a portion of the Property as recorded in the records maintained in the Public Records, as amended or revised from time to time.

§1.20 Property: shall mean and include the following:

(1) At the time of the execution hereof, the term "Property" shall mean the real property described in this deed and all presently existing Improvements built, installed or erected thereon;

(2) From and after the building, installation or erection of each Improvement upon the real property described in this deed, the term "Property" shall also include each such Improvement;

(3) From and after each addition to the real property described in this deed, pursuant to Article 7 hereof, the term "Property" shall also include each such additional parcel of land and each Improvement existing thereon; and

(4) From and after the building, installation or erection of each Improvement on each additional parcel of land referred to in subparagraph (3) above, the term "Property" shall also include each such Improvement.

§1.21 Public Records: shall mean records maintained in the Offices of the Recorders of Franklin and Delaware Counties, State of Ohio.

§1.22 Resident: shall mean and include each person lawfully residing on any Lot and the members of the immediate family of each such person actually residing in the same household.

§1.23 Rules and Regulations: shall mean the rules and regulations for the conduct of Members and their respective families, guests, licensees and invitees, as adopted from time to time by the Board.

§1.24 Special Assessment: shall mean those charges levied and collected by the Association from Owners of Lots to fund extraordinary expenses which are not included in the Association's budget.

Article 2 - Association Purposes and Membership, Fees, Dues and Lien

§2.01 Purposes. The purposes of the Association shall be to acquire the fee simple title to real property for the common use, benefit or enjoyment of its members, whether or not

the same shall be designated as Common Property; to improve, maintain and keep the same open, in repair and free from nuisance and in a clean and sanitary condition and to pay the public taxes and assessments thereon; to review, evaluate, approve and disapprove proposed plans for Improvements to be constructed on the Property, to maintain and preserve the Campden Lakes Design Standards (hereinafter defined) and to enforce the provisions of these Protective Covenants; to determine what fees and dues shall be paid by its members, the amounts thereof and when the same shall be due and payable; to promote, conserve and maintain the health, safety, welfare, convenience, comfort and enjoyment of the Owners and Residents; to provide for the acquisition, construction, management, maintenance and care of "Association property", as that term is defined in present Sec. 528 of the United States Internal Revenue Code or may hereafter be defined in any amendment or replacement of said section; and, in carrying out the foregoing provisions to purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell, dedicate to public use and otherwise deal in and with real and personal property of every kind, character and description, and any and all estates and interests therein and otherwise to do all things permitted by law.

§2.02 Members. The members of the Association shall be each person, firm or corporation who becomes an Owner. Each member shall be entitled to one vote on each matter properly submitted to the members for their vote, consent, waiver, release or other action for each Lot owned by such member. If, however, one Lot is owned by two or more members; such members collectively shall have only one vote for such Lot.

§2.03 Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular year or time period all sums collected or received by it in such year or time period and may carry forward, as surplus, any balances remaining without any obligation to apply such surplus against the budget for the current or next ensuing year.

§2.04 Authority to Enter Into Contracts. The Association shall have the power and authority to contract with any person, including the Grantor, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association.

§2.05 Rules and Regulations. In addition to the restrictions and limitations imposed by these Protective Covenants, the Association, through its Board, shall regulate the use of the Property and Common Property, including but not limited to the Lakes, by its Members and their respective families, guests, licensees and invitees, and may from time to time promulgate such Rules and Regulations as are consistent with these Protective Covenants, governing the use thereof as it may deem to be in the best interests of its members.

§2.06 Base Assessments. The Board shall annually estimate the Common Expenses and other expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year (which may be a calendar year -- as determined by the Board from time to time) for the maintenance, operation and management of the Association, including the Common Property, and shall assess sufficient Base Assessments (which may include amounts for a reasonable reserve fund -- as may be determined by the Board) to meet this estimate. All Lots shall be assessed for Base Assessments at a uniform rate. The Base Assessment for calendar year 1996 shall be Two Hundred Dollars ($200), provided that the Base Assessment for such year may be

increased in order to pay for any real property taxes or assessments which may be payable to governmental authorities with respect to the Common Property.

§2.07 Special Assessments. In the event during the course of any fiscal year the Board should determine that the Base Assessments are insufficient to meet an extraordinary expense not originally part of the Association's budget, the Board may levy a Special Assessment to cover such extraordinary expense. All Lots shall be assessed for Special Assessments at a uniform rate; provided, however, such rate may be prorated for any Lots which were not Lots for the entire calendar year. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, and any such Special Assessment assessed against Lots shall be paid by such Owners in addition to any Base Assessments. Special Assessments shall be paid in installments or in a lump sum as the Board shall determine.

§2.08 Individual Assessments. The Association may levy and collect an Individual Assessment against a particular Owner for the cost of (i) any benefits, goods or services provided to a particular Lot and not otherwise provided to all Lots in Campden Lakes; (ii) maintenance, repairs or replacements of the Lot, which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, violated the Community Standard or endangered or impaired the use, value or appearance of the Property and/or (iii) maintenance, repairs or replacements of Common Property and related improvements resulting from damage or destruction attributable to the Owner's family, guests, agents, invitees, contractors or representatives. All Individual Assessments shall be collectible in such manner as the Board shall determine.

§2.09 Personal Liability and Lien. Assessments which become due and payable by a Member at any time during his other period of membership shall be a personal obligation of such Member and, in addition, shall be a charge upon the Lot or Lots owned by such Member, and the Association shall have a lien on such Lot or Lots to secure the payment of all such Assessments subject only to the lien of public authority for taxes and assessments and the lien of any first mortgage.

§2.10 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or interests of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his or her membership ceases, or while he or she is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he or she is delinquent in the payment of any Assessments, or in violation of any provision of these Protective Covenants, or of any Rules and Regulations. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a member of the Association, including use of the Common Property.

Article 3 - Common Property

§3.01 Designation of Common Property. The Grantor intends to convey to the Association, subsequent to the recordation of this Deed and subsequent to the reconveyance of the Property to the Grantor, one or more tracts of land within the Property for park, open reserve, natural preserve, drainage and ponding and recreational purposes. Upon designation by the

Association of any part of the Property owned by it as Common Property, the Association shall cause a declaration stating that such land has been so designated to be recorded among the Public Records. No part of the Property 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 and the above described declaration shall have been filed in accordance with the foregoing procedures. Common Property shall remain such in perpetuity, subject only to the provisions of §3.05.

§3.02 Use of Common Property. Each Owner shall have a right and easement of use and enjoyment in the Common Property in common with the other Owners. Such right and easement shall be appurtenant to each Lot and shall not be transferable except as they shall automatically transfer with the transfer of the ownership of the Lot. Each Resident shall have a non-transferable privilege to use and enjoy the Common property in common with the other Residents. For purposes of this Article 3 only, the terms "Owner" and "Resident" shall also include the employees, guests, invitees, and tenants of any Owner or Resident, if and to the extent the Association, in its absolute discretion, so directs. All such rights, easements and privileges set forth in this §3.02, however, shall be subject to the further provisions of this deed and the right of the Association to promulgate and adopt reasonable rules and regulations pertaining to the use of the Common Property, which in the sole discretion of the Association will serve to promote the safety and convenience of the users of the Common Property and will be in the interests of the Owners and Residents and Campden Lakes as a whole, including, without limitation on the foregoing.

§3.03 Authority to Charge Admission and Other Fees. The Association shall have the power and authority to charge Owners, Residents and other users of the Common Property, or any one or more of the foregoing, reasonable admission, use, or other fees in connection with the use of the Common Property. In establishing such admission and other fees, the Association may, in its absolute discretion, establish reasonable classifications of Owners, Residents and of members of the community at large. Such admission and other fees must be uniform within each such class, but need not be charged to all classes or be uniform from class to class.

§3.04 Authority to Borrow Funds. The Association shall have the power and authority to borrow money for the purpose of improving the Common Property and, in aid thereof, to mortgage the same, and assign and pledge all revenue received by it under the terms of these Protective Covenants including, without limitation, the proceeds of Assessments payable hereunder, and the rights of any such mortgagee shall be superior to the easements and privileges herein granted and assumed.

§3.05 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 an easement or right of way over any property referred to in §3.01 hereof free and clear of all such rights, easements and privileges if such conveyance or dedication is for a public purpose or to a public or private utility for the installation, operation and maintenance of utility services. Any such conveyance or dedication for a purpose other than the installation, operation and maintenance of utility services shall be made only if it is authorized by the affirmative vote of members of the Association entitled to exercise not less than a majority of the total voting

power of the members present in person or represented by proxy at a meeting (annual or special) called for such purpose.

§3.06 Owner's Responsibility. Each Owner shall maintain his or her Lot and the area between the street curb and the right of way and all structures, landscaping (including landscaping planted by Grantor and/or the Association, if any), parking areas and other Improvements located thereon in a manner consistent with the Community Standard, these Protective Covenants and all applicable Rules and Regulations, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to these Protective Covenants or by a governmental authority. If any Owner fails to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred against the Owner of the Lot as an Individual Assessment.

Article 4 - Administration and Approval Requirements

§4.01 Campden Lakes Design Standards. The Developer has established, will establish and will hereafter maintain and preserve specific architectural guidelines and standards to carry out the intent of these Protective Covenants, which guidelines and standards from time to time in effect with respect to all or any portion of the Property shall hereafter be referred to as the "Campden Lakes Design Standards." In establishing the Campden Lakes Design Standards, the Developer has implemented and will implement design concepts which will provide for the combining of good design with respect for the natural environment, the blending of buildings into the landscape, the establishment of consistent design and logical relationships to buildings, requiring the size, scale or character of a building to be compatible with neighboring structures, disturbing a minimum of existing grades and contours, utilizing as exterior building materials natural materials such as wood, brick, stone and tile and utilizing as exterior colors which blend well with the trees, lakes and natural environment.

§4.02 Developer's Actions. The Developer will exercise its best judgment to see that all Improvements on the Property conform to Campden Lakes Design Standards as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscaping and tree removal. The actions of the Developer, through its approval or disapproval of plans, specifications and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties.

§4.03 Requirement of Approval. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of any part of the Property from its natural or improved state shall be commenced or continued until and unless plans and specifications for the same shall have been approved in writing by the Developer. Approval shall be requested by submission to the Developer of such plans and specifications, in duplicate, showing the following:

(a) Existing and proposed land contours and grades;

(b) All Buildings, and other Improvements, access drives, and other improved areas, and the locations thereof on the site;

(c) All landscaping, including existing and proposed tree locations and planting areas (and specie thereof), mail boxes, and exterior ornamentation;

(d) Plans for all floors, cross sections and elevations, including projections and wing-walls;

(e) Exterior lighting plans;

(f) Walls, fencing, and screening;

(g) Patios, decks, pools, and porches;

(h) Signs and parking areas;

(i) Samples of materials to be used to the extent requested by the Developer; and

(j) Such other information, data, and drawings as may be reasonably requested by the Developer.

Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacturers thereof.

§4.04 Governmental Regulations. Each part of the Property is subject to all present and future applicable laws, ordinances, rules, regulations and orders of all federal, state, county and local authority having jurisdiction and any administrative agency of any of the foregoing. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rules, regulations and orders. In the event of any conflict between any such applicable laws, ordinances, rules, regulations and orders and these Protective Covenants, the most restrictive provisions of each shall govern and control.

§4.05 Basis of Approval. Approval shall be based, among other things, upon conformity and harmony of the proposed Improvements with other Improvements in Campden Lakes; the effect of the location and use of the proposed Improvements on neighboring property; and conformity of the proposed Improvements to the purpose and general intent of the Campden Lakes Design Standards and these Protective Covenants.

§4.06 Failure to Approve or Disapprove. If the Developer fails either to approve or disapprove the plans and specifications for any proposed Improvements within thirty (30) days after the same have been delivered to the Developer either personally or by certified mail, it shall be presumed that the Developer has approved said plans and specifications.

§4.07 Liability Relating to Approvals. Neither the Grantor nor the Association nor any of their respective officers, directors, trustees, agents, employees, shareholders or members shall be liable to anyone by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve plans and specifications. Each person or entity who submits plans and specifications to the Developer agrees, by the submission of such plans and specifications, that he or it will not bring any action or suit against the Grantor, the Association or any of their respective officers, directors, trustees, agents, employees, shareholders or members for damages resulting from any such mistake in judgment, negligence or nonfeasance.

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§4.08 Requirement of Completion; Notice of Completion; Non-Compliance or Non-Completion. An Owner shall cause any Improvement in or to the Property to be diligently pursued to completion within twelve months of the commencement of construction. Upon the completion of any Improvement, the person or entity who completed the same may file with the Developer a notice of completion and compliance which shall give rise to a conclusive presumption in favor of such person or entity and any Owner of the part of the Property on which the Improvement is located and any encumbrance acting in good faith and for value that said Improvement is completed and in compliance with all provisions of this Article 4 and the construction requirements of Article 5, unless within thirty (30) days of said filing the Developer gives actual notice of non-compliance or non-completion. Notice of non-compliance or non-completion will be considered to be delivered when it is posted on or about the Improvement in question. In the event any Improvement in the Property is, by virtue of this §4.08, conclusively presumed to be completed and in compliance with all provisions of this Article 4 and the construction requirements of Article 5, such person or entity and any such Owner and any such encumbrance may at any time request in writing that the Developer issue a certificate certifying that said Improvement is completed and in compliance with all provisions of this Article 4 and the construction requirements of Article 5, which certificate shall be issued by the Developer within fifteen (15) days of its receipt of written request therefor, and which certificate shall be conclusive evidence that said Improvement is completed and in compliance with all provisions of this Article 4 and the construction requirements of Article 5.

Article 5 - Land Use

§5.01 Restrictions as to Use of Lots and Size, Height and Location of Buildings. Reserve A shall be used only for a scenic park to be kept in its natural state, provided that nature walkways, landscaping and a small children's playground supported by the Association or the Residents may be permitted on Reserve A. Reserves B, C, D and G shall be used only for open space scenic parks to be maintained in their natural states other than routine maintenance such as cutting grass and weeds. Reserve E shall be used only for storm water ponding and drainage and scenic nature preserve and shall not be used for boating, swimming or any recreational activities, provided that Residents may engage in fishing from the shoreline of any Common Property with Reserve E or of a Lot, but only if such Lot is owned by the Residents of such Lot. Reserve F is to be maintained in an undeveloped natural state as a scenic park and nature reserve.

Lots Nos. One (1) through Sixty-Six (66) both numbers inclusive, of said subdivision shall be used only for private residential purposes and purposes incidental thereto, and no such lot shall be subdivided without the written consent of the Developer endorsed on the instrument or plat effecting such subdivision. Not more than one dwelling house for a single, private family and buildings and structures accessory thereto shall be erected on any such lot. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof except for use by Grantor in connection with the sale of Lots in the Property.

Each one-story dwelling house shall have a minimum floor area of 2,200 square feet. Each one and one-half-story dwelling house shall have a minimum floor area on the main or ground floor of 1,800 square feet. Each two-story dwelling house

shall have a minimum floor area on the main or ground floor of 1,400 square feet. Each other dwelling house, including split levels, shall have a minimum floor area of 2,400 square feet. In computing floor areas, basements, attics, garages, garage spaces, porches and decks shall be excluded.

No Building may be constructed on the Property having a height greater than thirty-five (35) feet measured from the finish grade of the Property at the main entrance of the Building to the ridge of the roof or to any other element of the Building (excluding chimneys, flues, and vents).

Unless otherwise approved by Developer or permitted on the Plat, no Building, wall, fence or other structure shall be constructed, placed or maintained on any Lot nearer to a perimeter boundary line of such Lot than the building setback line applicable thereto set forth on the recorded subdivision plat containing such Lot. No Building, wall, fence, deck or other structure shall be constructed, placed or maintained on any lot nearer than twelve feet six inches (12'6") to any perimeter boundary line of such Lot to which a platted building setback line is not applicable.

§5.02 Temporary Improvements. No temporary building or structures shall be permitted on any Lot, provided, however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent Building if the Developer shall have theretofore approved in writing the design, appearance, and location of the same. All such trailers, temporary buildings, barricades and the like shall be removed not later than fourteen (14) days after the date of completion of the Building(s) for which the same were permitted, and shall be permitted on a Lot for no longer than a period of one (1) year, unless a variance is granted by the Developer.

§5.03 Antennas. No antenna or satellite dish for transmission or reception of radio or television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the Property outside any Building, whether attached to an Improvement or otherwise, without the prior written approval of the Developer, which approval may be withheld for any or no reason. Notwithstanding the foregoing, Developer shall not unreasonably withhold its consent with respect to satellite dishes of eighteen (18) inches or less in diameter.

§5.04 Utility Service. No lines, wires or other devices for communications purposes, including telephone, televisions, data and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on Buildings, or other approved Improvements; provided, above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Developer. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under Buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved Improvements. All service entries and conduits shall be painted to blend with the Building they serve. No window air-conditioners shall be permitted. All air-conditioning condensers and other mechanical equipment shall be permanently screened from any street and neighboring properties.

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§5.05 Site Placement. All Buildings and other Improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved. Trees in natural areas shall be protected by a temporary fence during construction. Retaining walls, mounding, and stepping of slopes shall be utilized as much as possible to keep the natural appearance of the site. Graded portions of Lots outside the building area shall be kept at existing grade or shaped not to exceed a four to one (4:1) slope. Storm water from Buildings and pavement shall be carried away by pipe or swale to the nearest storm sewer or natural waterway.

§5.06 Parking, Loading and Unloading Areas. Adequate off-street parking must be provided for all residential units. Specifically, each single-family dwelling house must have at least a two-car covered and enclosed garage, plus additional off-street parking for at least two cars. As used herein, "car" shall mean a full-sized automobile, as opposed to a compact or subcompact automobile.

§5.07 Service Screening, Storage Areas. Garbage and refuse shall be placed in containers, which shall be concealed and contained within Buildings, or shall be concealed by means of a screening wall of materials similar to and compatible with that of the Building or Buildings on the Lot, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the Building plan, be designed so as not to attract attention, and shall be located in such an inconspicuous manner as is reasonably possible. Unless specifically approved by the Developer in writing, no materials, supplies or equipment shall be stored on the Property except inside a closed Building, or behind a visual barrier screening the storage areas so that they are not visible from neighboring streets or properties. Metal storage sheds and other prefabricated out-buildings are not permitted.

§5.08 Streets, Drives, Curbs and Walks. Streets, drives, curbs and walks shall be constructed or altered only in accordance with plans and specifications submitted and approved in writing by the Developer. All drives and parking areas shall be paved. No gravel or stone drives or parking areas shall be permitted. No drive or parking area shall be constructed or maintained on any Lot nearer than five feet to any perimeter boundary line that is not coincident with a street right-of-way line.

§5.09 Storage Tanks. No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquids or any gas, shall be permitted on the Property outside a Building except as approved by the Developer.

§5.10 Building Exteriors. All windows, porches, balconies and the exteriors of Buildings shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facilities shall be permitted. Finish building materials shall be applied to all sides of the exteriors of Buildings. Exterior colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. Roofs shall have a minimum pitch of six/twelve (6/12). Roof coverings shall be of approved asphalt shingles having a minimum weight of two hundred eighty (280) pounds per square, wood, metal, slate or tile. White roofs are prohibited. Gutters (except copper), fascias and rake boards shall be stained or painted to match the roof. Downspouts (except copper) shall be painted to blend with the Building's exterior colors. Roof ends, fans, vents and flashing (except copper) shall be painted to match the roof. No more than three

materials shall converge at any point on a Building. All window frames shall be of wood, vinyl clad or painted aluminum. No skylights may face the front of the Lot. Awnings shall be of cloth type, blend with the Building's exterior colors and may be used only with the consent of the Developer. Aluminum storm and screen doors may be used only if their finish blends with the Building's exterior colors. Aluminum and vinyl siding are prohibited. Garage doors shall blend with the Building of which they are a part, of one color and be of wood or wood-based material. Stucco must blend with natural earth colors, and white stucco is prohibited. Above ground pools shall not be installed. Inground swimming pools shall be visually screened from all four sides of the Lot. Basketball backboards shall not face any street and shall be screened or painted to match the Building's exterior colors. All outdoor lighting shall be positioned so as not to disturb neighboring property owners. Open-bulbed lanterns with direct glare may not be used. The Developer will specify a standard design mail box, and no other visible mail box shall be placed or maintained on the Property.

§5.11 Outdoor Activities. Outdoor hobbies or activities that tend to detract from the aesthetic character of the Property, and Improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Developer. This paragraph has reference to, but is not limited to, such activities as automotive and boat repair and sporting activities involving equipment placed on the Property.

§5.12 Fences. Fences shall be built from stone, wrought iron, wood, brick or plantings and shall range in height from a minimum of two feet (2') to a maximum of six feet (6'). No chain link or wire fencing shall be constructed, placed or maintained anywhere in or on any part of the Property. No more than twenty-five percent (25%) of total Lot area (not including the residence and garage) may be enclosed by a fence or wall.

§5.13 Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on the Property except:

(a) Such signs as may be required by law;

(b) One sign at any one time carrying the legend "For Sale" or "For Lease";

No sign shall have an area greater than three square feet.

§5.14 Landscaping. Each part of the Property which shall have been altered from its natural state existing at the time of the execution of this deed shall be landscaped according to plans approved by the Developer. All shrubs, trees, grass and plantings of every kind shall be kept well-maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than one hundred eighty (180) days following occupancy of or completion of the construction of any Building, whichever occurs first.

§5.15 Condition of the Property and Nuisances. Each part of the Property and all Buildings, structures, appurtenances, screening, fences, parking areas, driveways, walks landscaping and other Improvements of whatever nature thereon shall be maintained at all times in a safe, clean and wholesome manner and in first class condition and repair, replacements being made if necessary. No rubbish or debris of any kind shall be placed or permitted to accumulate upon, and no odors shall be permitted to arise or be emitted from, any part of the Property

so as to render such part unsanitary or unsightly, offensive or detrimental to any other part of the Property or the occupants thereof. No exterior lights, the principal beam of which shines upon portions of the Property other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of any other part of the Property by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on the Property, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. During construction, each Owner or his or its contractors shall at all times be responsible for keeping his or its Lot and adjoining premises free from the accumulation of waste materials and rubbish, and shall keep streets and driveways clear of mud caused by the construction operations. If any Lot is not being maintained as required, Developer may give its Owner written notice of such fact, and if the Owner fails to comply with this provision within fifteen (15) days after such written notice (or within a longer period of time if the required work cannot reasonably be completed within fifteen (15) days and if the required work is commenced within said fifteen (15) day period and thereafter is continued with due diligence and dispatch), Developer shall have the right to enter upon the Lot and perform the required maintenance or repairs at the expense of the Owner. Developer shall give written notice of the cost of such maintenance or repairs to the Owner and such cost shall be reimbursed by the Owner to the Developer within ten (10) days after the date of such notice. Such cost shall, at the option of the Developer, constitute an Individual Assessment.

§5.16 Right of Entry. Developer and its representatives shall have the right, during reasonable hours, to enter upon and inspect any part of the Property and any Building, whether prior to, during, or after the completion of the construction of any Improvement or Building, for purposes of determining whether or not the provisions of these Protective Covenants are being complied with and exercising all rights and powers conferred upon the Developer with respect to the enforcement or correction or remedy of any failure of an Owner to observe these Protective Covenants, and the Developer and its representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied Building may not be entered.

§5.17 Mineral Exploration. The Property shall not be used in any manner to explore for, use or exploit commercially any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located in or under the ground.

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

§5.19 Vehicles, Trailers, Boats, Commercial Vehicles, or Motor Homes. No automobile or motor driven vehicle may be left upon the Property for a period longer than five (5) days in a condition such that it is incapable of being operated upon the public highways. After such time, the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Property. No towed vehicle, boat, motor home or mobile home shall be left or kept on any part of the Property for a period longer than twenty-four (24) hours, and after the expiration of twenty-four (24) hours any such towed vehicle, boat, motor home or mobile home shall be

considered a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Property. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within a Building. No commercial vehicles may be parked, stored or temporarily kept on the Property, except when stored wholly within Buildings, or except when there temporarily to service existing Improvements or to be used in connection with the construction of Improvements on the Property.

§5.20 Animals. No animals, birds, insects, livestock or poultry of any kind shall be raised, bred, or kept on the Property except dogs, cats and 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 and two cats may be kept on any Lot or in any Building or combination of Buildings on any Lot except when such dogs or cats in excess of such numbers are less than three months of age.

§5.21 Removal of Trees. In order that the natural beauty of the Property may be preserved, no living tree having a caliper measurement or diameter of six (6) inches or more shall be destroyed or removed from the Property unless approved by the Developer in connection with its approval of the plans and specifications for the construction of Improvements on the Property or otherwise with the prior express written consent of the Developer. In the event of a violation of this paragraph, the Developer, and its representatives, may, at its option, cause any tree so removed or destroyed to be replaced with another tree, and the Owner of the part of the Property from or on which the tree was removed or destroyed shall reimburse the Developer for all expenses incurred by it; provided, however, that with respect to the replacement of a tree there shall be no obligation of reimbursement in any amount in excess of the expenses which would be incurred if the destroyed or removed tree were replaced with a tree similar in type and size.

§5.22 Drainage and Grading. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location of flow of surface water and drainage patterns may be destroyed, altered or modified by, or at the direction or with the consent of any Owner, without the prior written consent of the Developer. In the event of any destruction, alteration or modification made or occurring without such prior consent of the Developer, the Developer and its representatives, shall have the right to enter upon the Property and any Lot to remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any Owner with respect to the same or the consequences thereof. Whenever, because of construction of Improvements on a part of the Property or for some other reason, silt would run off of a part of the Property on to any adjacent property, the Owner of such part shall be obligated to provide a means of siltation control to prevent silt from running off such part on to such adjacent property.

Article 6 - Enforcement

§6.01 Interpretation. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these Protective Covenants, the interpretation of the Developer shall be final and conclusive upon all interested parties.

§6.02 Abatement and Suit. Violation or breach of any of these Protective Covenants shall give to the Grantor and the Association the joint and several right to enter the part of the Property involved and abate and remove the same, and the Grantor and/or the Association, as the case may be, shall be entitled to be reimbursed for its expenses incurred in abating or removing such violation or breach by the Owner of the part of the Property involved. Violation or breach of any of these Protective Covenants shall also give to the Grantor and the Association the joint and several right to proceed at law or in equity against the Owner of the part of the Property involved or any person or persons who have violated or breached or are attempting to violate or breach these Protective Covenants for injunctive relief or to recover damages. In any such legal or equitable proceeding, the unsuccessful party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the court. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

§6.03 Failure to Enforce Not a Waiver of Rights. With the exception of a time limit for action by the Developer contained in Article 4 above, failure of the Grantor, the Association, or any Owner, to enforce any of these Protective Covenants shall in no way be deemed a waiver of the right to do so thereafter or the right to enforce any other of these Protective Covenants.

§6.04 Effect of Non-Payment of Assessment Liens. All notices of Assessments from the Association to the Owners of Lots shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at a rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by law, until paid, unless, at the discretion of the Board, such interest is waived in whole or in part. The Assessments, together with interest thereon, and the cost of collection thereof, including attorneys fees, shall constitute both a personal, joint and several obligation of the Owner against whom they are assessed and a charge and continuing lien against the Lot they are attributable to. If any Assessments, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the year for which the Assessments were made and declare the same immediately due and payable.

§6.05 Certificate of Lien. Notwithstanding the automatic nature of the Assessments as liens against all Lots, the Association may also, but shall not be required to, record a certificate of lien in the Public Records if any Assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date. Any lien recorded pursuant to these Protective Covenants shall secure payment of all delinquent Assessments, any accelerated Assessments, penalties and costs, including attorneys' fees of the Association in collection of all such sums due, theretofore accrued and thereafter becoming due and owing, until paid in full. Such certificate of lien shall contain a legal description of the Lot against which the lien exists, the name of the Owner thereof and the amount due and owing the Association. Such certificate of lien shall be signed by such officer of the Association as the Board may determine. The Association may at any time thereafter bring an action to foreclose the lien against the Lot and/or a suit on the personal obligation of the Owner. Any successor or subsequent holder of an interest in title to a Lot shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of Assessments.

§6.06 Certificate of Assessments. At the request of a Member, the Board shall prepare a certificate (a "Certificate of Assessments"), signed by an officer of the Association, setting forth the date to which Assessments have been paid with respect to any Lot, and the amount which is due as of the date of the Certificate of Assessments.

§6.07 Liability Relating to Enforcement. Neither the Grantor nor the Association nor any of their respective officers, directors, trustees, agents, employees, shareholders or members shall be liable to anyone by reason of mistake in judgment, negligence or nonfeasance arising out of any act or actions to enforce or any failure to enforce these Protective Covenants. Each person or entity who accepts a conveyance of all or any part of the Property agrees, by acceptance of such conveyance, that he or it will not bring any action or suit against the Developer, the Association, or any of their respective officers, directors, trustees, agents, employees, shareholders or members for damages resulting from any such mistake in judgment, negligence or non-feasance.

Article 7 - Additions to the Property

Upon the execution and delivery by the Grantor of a deed subjecting the real property described in said deed to these Protective Covenants and the filing of said deed in the Public Records, the real property described therein shall thereupon be and become a part of the Property and subject to all of the conditions, covenants, restrictions and agreements set forth in these Protective Covenants.

At such time that certain additional real property located in Delaware County, which shall be described as CAMPDEN LAKES (SECTION 2), becomes part of the Property, the use of the lake to be developed on such CAMPDEN LAKES (SECTION 2) shall be restricted to provide that such lake shall be used only for drainage, storm water ponding, scenic natural reserve and may further be used by Residents for fishing from the shoreline of Common Property or of a Lot, but only if such Lot is owned by the Residents of such Lot, and for boating with non-motorized watercrafts owned by Residents which may not exceed fourteen (14) feet in length. All such watercrafts shall be registered with the Association and the use of such watercrafts shall be subject to such further rules and regulations as the Association may from time to time determine. The Association may, in its reasonable discretion, impose reasonable fees upon Residents owning watercrafts to be used in such lake on CAMPDEN LAKES (SECTION 2).

Article 8 - Period of Duration

These Protective Covenants, as the same may be amended, modified, changed or added to as provided in Article 15, and the charges and liens provided for herein, shall be deemed to run with the land; shall continue in full force and effect for a period of thirty-five (35) years from the date hereof; and shall be automatically reinstated for a like period unless written objection is theretofore declared and filed by the Association and the Owners of a majority of the Lots comprising the Property in the Public Records.

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Article 9 - Constructive Notice and Acceptance

Every person who now or hereafter owns or acquires any rights, title or estate in any part 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 Protective Covenants is contained in the instrument by which such person acquired an interest in said part of the Property.

Article 10 - Easements

§10.1 Owners' Easements of Enjoyment. Subject to the provisions of this Deed and the Rules and Regulations, each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property to share in common with all other Owners, which easement shall be appurtenant to and shall pass with the title to each Lot. However, each Member of the Association, by acceptance of a deed or other instrument conveying any part of the Property, acknowledges and agrees that no easement shall be granted, conveyed, permitted or established over, under or through any Lot without Grantor's prior written consent and approval, which consent and approval may be withheld for any reason or no reason.

§10.2 Entry Easement to Association. The Association, through its authorized representatives, shall have the right of entry and access to, over, upon and through all of the Property, to enable the Association to perform its obligations, exercise its rights, and fulfill its duties pursuant hereto, and such representatives shall not be deemed to have committed a trespass as a result thereof.

§10.3 Utility Easements. Grantee and Grantee's successors and assigns as Owners hereby agree to grant utility easements to the Grantor or to the Association for the purpose of constructing utility lines over or through the Property. The Grantor or the Association, as the case may be, shall present to each Owner whose part of the Property is affected a survey of any proposed easement which shall be subject to such Owner's approval, but which approval shall not be unreasonably withheld. Subject to the aforesaid approval, each Owner agrees to execute all appropriate papers and documents to accomplish the foregoing. If the exercise of any of the rights granted by any such easement results in the damage, destruction or disturbance of any part of the Property, the person or entity exercising such rights shall, at his or its sole expense, repair or restore the part of the Property damaged, destroyed or disturbed to its condition immediately prior to such damage, destruction or disturbance.

Article 11 - Rights of Mortgagee

All provisions of these Protective Covenants, including the provisions hereof respecting liens and charges against the Property, shall be deemed subject and subordinate to the lien of all recorded first mortgages and deeds on or for any part, parts or all of the Property securing a debt, now or hereafter executed, and none of these Protective Covenants shall supersede or in any way reduce the security or affect the validity of such lien or mortgage or deed to secure such debt; provided, however, that if any part of said Property is sold or conveyed under a foreclosure or other enforcement of any mortgage or under the provisions of any deed to secure debt, any grantee or purchaser at such sale, and his heirs, personal representatives, successors

and assigns, shall hold any and all property so conveyed or purchased, subject to these Protective Covenants.

Article 12 - Mutuality

All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of the Grantor, the Association, and the Grantee and their respective successors and assigns; these Protective Covenants shall create mutual equitable servitudes upon each part of the Property in favor of each other part of the Property; these Protective Covenants shall create reciprocal rights and obligations between the respective Owners of all parts of the Property and privity of contract and estate between all such Owners; and these Protective Covenants shall, as to the Owner of any part of such Property, his heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all parts of the Property and the Owners thereof.

Article 13 - Paragraph Headings

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

Article 14 - Effect of Invalidation

If any provision of these Protective Covenants 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 15 - Amendments, Modifications, Changes or Additions

Amendments, modifications, changes or additions to these Protective Covenants may be made from time to time by an instrument in writing setting forth the amendments, modifications, changes and/or additions effected thereby which is executed by the Developer and by the owners of not less than a majority of the Lots constituting part of the Property in the manner provided by law for the execution of deeds and the filing for record of such instrument in the Public Records.

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IN WITNESS WHEREOF, the said Grantor, Campden Lakes Development Company, Ltd., has caused this deed to be executed on its behalf by its duly authorized members.

Signed and acknowledged in the presence of the following two witnesses:

Karen L Dennis
(As to Both)

KAREN L DENNIS
printed name

Catherine F. Garland
(As to Both)

CATHERINE F. GARLAND
printed name

CAMPDEN LAKES DEVELOPMENT COMPANY, LTD., an Ohio limited liability company

By: Howard S. Adams, Inc., an Ohio corporation, a member

By: Howard S. Adams
Howard S. Adams, President

By: Complete General Construction Company, an Ohio corporation, a member

By: William W. Cooper
William W. Cooper, Chief Financial Officer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 23rd day of May, 1996 by Howard S. Adams, President of Howard S. Adams, Inc., an Ohio corporation and by William W. Cooper, Chief Financial Officer of Complete General Construction Company, an Ohio corporation, members of Campden Lakes Development Company, Ltd., an Ohio limited liability company, on behalf of the company.

Karen L Dennis
Notary Public

NOTARIAL SEAL STATE OF OHIO

KAREN L DENNIS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 15, 2000

This Deed was prepared by and after recording return to:

Kenneth A. Golonka, Jr., Esq.
VORYS, SATER, SEYMOUR AND PEASE
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
(614) 464-8252

Campden Lakes Association Inc.

Limited Warranty Deed

Delaware County, Ohio

KNOW ALL MEN BY THESE PRESENTS: That CAMPDEN LAKES DEVELOPMENT COMPANY, LTD., an Ohio limited liability company (the "Grantor"), in consideration of the sum of One Dollar ($1.00) and other valuable considerations paid to it by WILLIAM H. ADAMS, TRUSTEE (the "Grantee"), whose tax mailing address is 8445 Gullane Court, Dublin, Ohio 43017, does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, his successors and assigns forever, the following real estate situated in the State of Ohio, in the County of Delaware, and in the Township of Liberty, which property is further described as:

Being Lots Nos. 2621 through 2699, both numbers inclusive, of CAMPDEN LAKES SECTION 2, as said Lots are numbered or lettered and delineated on recorded plat of said subdivision, of record in Cabinet 1, Slides 672 and 672A through 672G, Recorder's Office, Delaware County, Ohio.

Last Transfer: Deed Record Volume 595, page 33, Recorder's Office, Delaware County, Ohio

APPROVED FOR TRANSFER CHRIS BAUSERMAN Delaware County Engineer

TO HAVE AND TO HOLD the above-described premises, with all of the privileges and appurtenances thereunto belonging, to the Grantee, his successors and assigns forever.

And the Grantor, for itself and its successors, does hereby covenant with the Grantee, his successors and assigns, that the above-described premises are FREE AND CLEAR FROM ALL ENCUMBRANCES made by the Grantor, except: (1) the conditions, covenants, restrictions and agreements hereinafter set forth; (2) utility easements of record; (3) zoning and building laws, ordinances and regulations; and (4) the liens of real estate taxes and assessments which have not become due and payable; and that the Grantor will forever WARRANT AND DEFEND the same, unto the Grantee, his successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but against none other, except as noted above.

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 1-24-97 Transfer Tax Paid -0-
TRANSFERRED OR TRANSFER NOT NECESSARY
Jon M. Peterson, Auditor By

PROVISIONS CONTAINED IN ANY DEED OR OTHER INSTRUMENT FOR THE CONVEYANCE OF REAL ESTATE WHICH PURPORT TO RESTRICT THE SALE, RENTAL OR USE OF THE PROPERTY DESCRIBED THEREIN BECAUSE OF RACE, COLOR ARE INVALID UNDER FEDERAL LAW AND ARE UNENFORCEABLE.

This Deed is executed and delivered by the Grantor and accepted by the Grantee on the express understanding and agreement that the real property hereby conveyed shall be and become a part of the "Property" as such term is defined in that certain Limited Warranty Deed from Grantor to Grantee, recorded at Official Record Volume 32075, page F-17, Recorder's Office, Franklin County, Ohio and further attached hereto and fully incorporated herein as Exhibit A (the "Section 1 Deed") and shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to the conditions, covenants, restrictions and agreements (hereinafter collectively called the "Protective Covenants") set forth more particularly in the Section 1 Deed which shall be deemed to run with the land, shall be binding upon the Grantee, his successors and assigns, and shall inure to the benefit of the Grantor, its successors and assigns, the Grantee, his successors and assigns, the "Association" (as defined in the Section 1 Deed) and each owner of a part or parts of the real property at any time constituting part of the "Property", as defined in the Section 1 Deed.

The real property described herein constitutes "real property" referred to and contemplated by Article 7 of the Section 1 Deed. Upon the filing of this Deed, the real property described herein becomes a part of the Property as that term is defined in the Section 1 Deed.

Additional Restrictive Covenants

In addition to all covenants and restrictions set forth in the Section 1 Deed, the following covenants and restrictions shall apply with respect to the real property conveyed herein.

1. Lots 2621 through 2694, both inclusive, and Lot 2696 of Campden Lakes Section 2 shall constitute "Lots" as defined in the Section 1 Deed and shall be used only for private residential purposes and purposes incidental thereto, and no such lot shall be subdivided without the written consent of the Developer endorsed on such instrument or plat effecting such subdivision. Lots Nos. 2695, 2697, and 2699 shall be used only for open space in their natural states other than routine maintenance such as cutting grass or weeds. Lot 2698 shall be used for drainage,

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storm water ponding, and scenic natural reserve and it may further be used by Residents for fishing from the shoreline of Common Property or of a Lot, but only if such Lot is used by the Residents of such Lot, and for boating with non-motorized watercrafts owned by Residents which may not exceed fourteen (14) feet in length. All such watercrafts shall be registered with the Association and the use of such watercrafts shall be subject to such further rules and regulations as the Association may from time to time determine. The Association may, in its reasonable discretion, impose reasonable fees upon Residents owning watercrafts to be used in such lake on the Property. Lot 2698 shall constitute a Lake as defined in the Section 1 Deed.

IN WITNESS WHEREOF, Campden Lakes Development Company, Ltd., has caused this deed to be executed on its behalf by its duly authorized members.

Signed and acknowledged in the presence of:

Gail Nierlich
GAIL NIERLICH
(Printed Name)

Annette J. Stinson
Annette J. Stinson
(Printed Name)

John B Wetmer
JOHN B WETMER
(Printed Name)

Kenneth A. Golonka, Jr.
Kenneth A. Golonka, Jr.
(Printed Name)

CAMPDEN LAKES DEVELOPMENT COMPANY, LTD., an Ohio limited liability company

By: Complete General Construction Company, an Ohio corporation, a member

By William W. Cooper
William W. Cooper,
Chief Financial Officer

By: Howard S. Adams, Inc., an Ohio corporation, a member

By William H. Adams
William H. Adams,
Vice-President

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 28th day of January, 1997 by William H. Adams, Vice-President of Howard S. Adams, Inc., an Ohio corporation and a member of Campden Lakes Development Company, Ltd., an Ohio limited liability company, on behalf of the company.

Kenneth A. Golonka
Notary Public

KENNETH A. GOLONKA, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

MAIL
Wayne Title Agency
525 E. 8th St. PO Box 1048

2139
DELAWARE COUNTY, OHIO
FILED FOR RECORD JAN 31 1997
11:35 O'CLOCK A M.
RECORDED DATE Feb 5 1997
Deed RECORD.
VOL. 617 PAGE 660
COUNTY RECORDER
FEE $ 102.00

COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 29th day of January, 1997 by William W. Cooper, Chief Financial Officer of Complete General Construction Company, an Ohio corporation and a member of Campden Lakes Development Company, Ltd., an Ohio limited liability company, on behalf of said limited liability company.

Anna M. Waddell
Notary Public

ANNA M. WADDELL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 30, 2000

This Deed was prepared by and after recording return to:

Kenneth A. Golonka, Jr., Esq.
VORYS, SATER, SEYMOUR AND PEASE
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
(614) 464-8252

Campden Lakes Association Inc.

First Supplement to

Limited Warranty Deed

FIRST SUPPLEMENT TO LIMITED WARRANTY DEED

FEB 3 1997

FOR CAMPDEN LAKES SECTION 1

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 20.00

This First Supplement to the Limited Warranty Deed for Campden Lakes Section 1 is executed and delivered as of the 29th day of January, 1997 by Campden Lakes Development Company, Ltd., an Ohio limited liability company ("Declarant").

Background

010194

A. A plan of conditions, covenants, restrictions and assessments for Campden Lakes Section 1 in the City of Dublin, Franklin County, Ohio was created by a Limited Warranty Deed (the "Deed") recorded in Official Records Volume 32075, page F-17, Recorder's Officer, Franklin County, Ohio with respect to the Property (as defined in the Deed).

REF:

B. Pursuant to the provisions of Article 7 of the Deed, Declarant reserved the right to subject additional property to the provisions of the Deed.

C. Declarant desires by this instrument to subject the real property described on Exhibit A, attached hereto and fully incorporated herein (the "Property"), to the provisions of the Deed:

NOW, THEREFORE, Declarant hereby declares the Property, all of which is owned by Declarant, shall be held, transferred, sold, conveyed, improved and occupied subject to all the covenants, conditions and restrictions as set forth in the Deed. Further, the Property shall be and hereby is deemed to be part of the Property, as defined in the Deed, by virtue of a certain Limited Warranty Deed recorded at Deed Volume 617, page 660, Recorder's Office, Delaware County, Ohio.

IN WITNESS WHEREOF, this First Supplement to the Limited Warranty Deed for Campden Lakes Section 1 has been duly signed, acknowledged and delivered by Declarant as of the date set forth above.

Signed and acknowledged in the presence of:

SAIL NIERLICH
(Printed Name)

Annette J. Stinson
Annette J. Stinson
(Printed Name)

JOHN B WERNER
(Printed Name)

Robert A. Golden, Jr.
(Printed Name)

CAMPDEN LAKES DEVELOPMENT COMPANY, LTD., an Ohio limited liability company

By: Complete General Construction Company, an Ohio corporation, a member

By William W. Cooper
William W. Cooper, Chief Financial Officer

By: Howard S. Adams, Inc., an Ohio corporation, a member

By
William H. Adams, Vice-President

CONVEYANCE TAX EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFER NOT NECESSARY
FEB 3 1997
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 29th day of JANUARY, 1997 by William W. Cooper, Chief Financial Officer of Complete General Construction Company, an Ohio corporation and a member of Campden Lakes Development Company, Ltd., an Ohio limited liability company, on behalf of said limited liability company.

Anna M. Waddell
Notary Public

ANNA M. WADDELL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 30, 2000

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 28th day of January, 1997 by William H. Adams, Vice-President of Howard S. Adams, Inc., an Ohio corporation and a member of Campden Lakes Development Company, Ltd., an Ohio limited liability company, on behalf of said limited liability company.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

KENNETH A. GOLONKA, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Kenneth A. Golonka, Jr., Esq.
Vorys, Sater, Seymour and Pease
52 East Gay Street
Columbus, Ohio 43215

342!!A04

EXHIBIT A

Situated in the State of Ohio, in the County of Delaware, and in the Township of Liberty, and being Lots 2621 through 2699, both numbers inclusive, of CAMPDEN LAKES SECTION 2, as said lots are numbered or lettered and delineated on recorded plat of said subdivision, of record in Cabinet 1, Slides 672 and 672A through 672G, Recorder's Office, Delaware County, Ohio.

Campden Lakes Association Inc.

First Modification to Protective Covenants

Limited Warranty Deed

9800030802
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
On 10-13-1998 At 02:21 pm.
REST AMEN 20.00
Vol. 32 Pg. 730 - 732
1 NOTATION

9800030802
VORYS SATER SEYMOUR & PEASE
52 E GAY ST
P O BOX 1008
COL, OH 43216

FIRST MODIFICATION TO PROTECTION COVENANTS FOR CAMPDEN LAKES

This First Modification to the Protective Covenants for Campden Lakes is executed and delivered as of the 31st day of August, 1998, by Campden Lakes Development Company, Ltd., an Ohio limited liability company ("Declarant").

Background

A. A plan of conditions, covenants, restrictions and assessments (collectively, the "Protective Covenants") for Campden Lakes was created by a Limited Warranty Deed recorded in Official Record Volume 32075, Page F-17 (the "Section 1 Deed) which Section 1 Deed was subsequently modified by a First Supplement recorded in Official Record Volume 34211, Page A-02 (the "Supplement"), each in the Office of the Recorder, Franklin County, Ohio, and was further created and evidenced by a Limited Warranty Deed recorded at Volume 0617, page 660, Recorder's Office, Delaware County, Ohio (the "Section 2 Deed"), which Section 2 Deed adopted and incorporated the Section 1 Deed. The Section 1 Deed, as modified by the Supplement, and the Section 2 Deed are collectively referred to herein as the "Deed".

B. The Deed imposed the Protective Covenants on the real property conveyed by and made subject to the Deed (the "Property").

C. Amendments, modifications, changes or additions to the Protective Covenants may be made in a writing executed by the Declarant, as the Developer (as defined in the Deed), and by the Owner (as defined the Deed) of not less than a majority of the Lots (as defined in the Deed) constituting part of the Property.

D. The Declarant owns not less than a majority of the Lots.

NOW, THEREFORE, Declarant states that the Protective Covenants are hereby modified as follows:

1. Article 5, §5.10 of the Deed, with respect to acceptable garage door materials, is hereby modified to read, beginning at page 13, line 9, "...and be of wood, wood-based or high-quality steel or aluminum materials." (Emphasis supplied to modification.)

2. Declarant further declares that any and all materials selected for a specific garage door pursuant to §5.10 of the Deed, shall remain subject to Article 4 of the Deed with respect to the conformance to Campden Lakes Design Standards and the approval by Developer (as defined in the Deed) of all plans, specifications and other information required to be submitted pursuant to the Deed.

3. Declarant hereby re-confirms that all of the Property is fully subject to the terms of the Section 1 Deed, the Section 2 Deed and the Supplement.

4. Except as specifically modified herein, the Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, this First Modification to Protective Covenants for Campden Lakes 2 has been duly signed, acknowledged and delivered by Declarant as of the date set forth above.

Signed and acknowledged in the presence of:

Gail Nierlich
GAIL NIERLICH
(Printed Name)

Anna M. Waddell
ANNA M. WADDELL
(Printed Name)

CAMPDEN LAKES DEVELOPMENT COMPANY, LTD., an Ohio limited liability company

By: Complete General Construction Company, an Ohio corporation, a member

By William W. Cooper
William W. Cooper,
Chief Financial Officer

Signed and acknowledged in the presence of:

Annette J. Stinson
Annette J. Stinson
(Printed Name)

Vincent M. Fuzzo
Vincent M Fuzzo
(Printed Name)

By: Howard S. Adams, Inc., an Ohio corporation, a member

By Howard S. Adams
Howard S. Adams,
President.

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 31st day of August, 1998 by William W. Cooper, Chief Financial Officer of Complete General Construction Company, an Ohio corporation and a member of Campden Lakes Development Company, Ltd., an Ohio limited liability company, on behalf of said limited liability company.

Debra L. Johnson
Notary Public
DEBRA L. JOHNSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOV. 18, 2000

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 31st day of August, 1998 by Howard S. Adams, President of Howard S. Adams, Inc., an Ohio corporation and a member of Campden Lakes Development Company, Ltd., an Ohio limited liability company, on behalf of said limited liability company.

Debra L. Johnson
Notary Public
DEBRA L. JOHNSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOV. 18, 2000

This instrument prepared by: Kenneth A. Golonka, Jr., Vorys, Sater, Seymour and Pease LLP, 52 East Gay Street, P.O. Box 1008, Columbus, Ohio 43216-1008.