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Delaware County, OH
Melissa Jordan County Recorder
File# 2016-00001034
BK 1398 PG 1045-1067

KAGAY ALBERT DIEHL
6877 N HIGH ST STE 300
WORTHINGTON, OH 43085

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 1/14/16 Transfer Tax Paid 0
~~TRANSFERRED OR~~ TRANSFER NOT NECESSARY
Delaware County Auditor By RSH

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS FOR OLENTANGY FALLS EAST RESIDENTIAL SUBDIVISION

This is a declaration of covenants, easements, restrictions and assessment liens made this 13th day of January, 2016 by Rockford Homes, Inc. an Ohio Corporation (hereinafter referred to as "Declarant").

Background

A. Declarant is the owner in fee simple of certain real estate more particularly described on the attached Exhibit "A" which is incorporated herein by reference, situated in the Township of Liberty, County of Delaware and State of Ohio and

Being Lots Five Thousand Five Hundred Ninety-Seven (5597) through Five Thousand Six Hundred Thirty-Two (5632) both inclusive of Olentangy Falls East Section 1 as the same are numbered and delineated upon the recorded Plat thereof, of record in Official Record BK 1395, Pages 2082-2085 (stored in Plat Cabinet 4, Slide 43-43C / IN 2015-00036824) Recorder's Office, Delaware County Ohio (the "Plat").

Parcel Numbers 319-110-10-001-000 through 319-110-10-025-000, inclusive
319-110-11-001-000 through 319-110-11-005-000, inclusive
319-110-12-001-000 through 319-110-12-005-000, inclusive, &
319-110-13-001-000 through 319-110-13-003-000, inclusive

Property Address: Clear Brook Ln, Regency Bend, Benton Ln, Laurel Ln, & Briar Dr.

B. Declarant intends during the course of development of the real estate described in Paragraph A, which is hereafter referred to as Olentangy Falls East Residential Subdivision, to construct and develop certain Common Improvements for the benefit of Declarant as well as owners of all of the Lots (defined below) in Olentangy Falls East Residential Subdivision.

D. Declarant desires to create a plan of restrictions, easements and covenants concerning the lots in Olentangy Falls East Residential Subdivision and to retain in Declarant plan approval of the dwelling units and other Improvements (defined below) to be constructed on the Lots in Olentangy Falls East Residential Subdivision and the easements and covenants shall also relate to overall development for the benefit of and to protect the interest of the public, Declarant, each Lot Owner, and their respective heirs, successors and assigns.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS

NOW, THEREFORE, Declarant hereby declares that the Lots (as defined below) shall be held, sold, conveyed and occupied subject to the following covenants, easements, restrictions and the Zoning Text (as defined below) which are for the purpose of protecting the values and desirability of, and which shall run with the title to, the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, 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 Liberty Township, each Lot Owner in the Subdivision (defined below), the respective heirs, successors and assigns of each Lot Owner and the Olentangy Falls East Residential Association, Inc., an Ohio not-for-profit corporation, whose members shall be all Lot Owners of the Subdivision formed to maintain and administer certain Common Improvements which have been, or will be, transferred to them by Declarant, its successors and assigns, and administer and enforce the covenants created hereunder.

ARTICLE I
DEFINITIONS

As used herein, the following terms shall have the following definitions:

Section 1. **"Association"** shall mean Olentangy Falls East Residential Association, Inc., an Ohio not-for-profit corporation, its successors and assigns. In accordance with Ohio Revised Code Chapter 5312, *et.seq.*, the Code of Regulations for the Olentangy Falls East Residential Association, Inc. is attached hereto as Exhibit C and incorporated herein by reference thereto.

Section 2. **"Common Area"** shall mean all real property, now or hereafter acquired by Declarant or Association for the common use and enjoyment of all Lot Owners.

Section 3. **"Common Improvements"** shall mean those areas owned by the Association, or designated by the Declarant, which the Association and its respective Lot Owners are required to construct, maintain and administer, including fences, landscaped and preservation areas, street islands, entrance walls and structures, bicycle and walking paths, common open spaces, streams, ponds and other improvements owned, maintained or administered by the Association or which are designated by the Developer or government authorities as the responsibility of the Association, or Lot Owners.

Section 4. **"Declarant"** the entity set forth in the Preamble, its successors and assigns.

Section 5. **"Improvement"** shall mean any change of any kind in any Lot or Common Area and anything located thereon.

Section 6. **"Lot"** shall mean any Lot described in Background paragraph A.

Section 7. **"Owner" or "Lot Owner"** shall mean the holder of record title to the fee simple interest in any Lot, whether or not such title holder actually resides on or in any part of the Subdivision, his or her heirs, successors and assigns.

Section 8. **"Restrictions"** shall mean these covenants, restrictions, conditions and assessments together with all of the provisions contained herein as they now appear or as they may hereafter be amended.

Section 9. **"Subdivision"** shall mean all sections of the Olentangy Falls East Residential Subdivision in Liberty Township, Delaware County, Ohio, and such additional areas as may be added in accordance with Article V, Section 8 hereof.

Section 10. **"Zoning Text"** shall mean the approved zoning text for Olentangy Falls East, as approved by the Board of Trustees of Liberty Township, Delaware County, Ohio on July 7, 2014 as amended with the approval of Declarant and the approved landscaping plan on file at the Liberty Township, Delaware County, Ohio Zoning Department.

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. **Approval Required**. No Improvements or change of any kind, including without limitation any:

(a) Building, construction, placement of or addition to or alteration of any structure (whether temporary or permanent);

(b) Changes in color, material finish, or appearance of any improvement;

(c) Excavation, alteration of grade;

(d) Landscaping, tree or shrubbery removal or plantings, or landscaping plan;

(e) Construction, placement of or addition to or alteration of any

i. Fencing, walls, screening;
ii. Walkways, driveways, parking area;
iii. Patio, deck, porch;
iv. Swimming pool, hot tub, spa;
v. Children's recreational equipment or structures (including treehouses, playhouses, basketball hoops, and playground equipment);

vi. Tennis court or other athletic facility; or
vii. Flagpole, exterior lighting, ornamentation, or sign; or

(f) Any other change which in any way alters the exterior appearance of the Lot from its theretofore natural or improved state, including a change, alteration or other modification of any of the foregoing previously approved hereunder

shall be commenced or permitted to remain on any Lot or Common Area unless such Improvement or change has the prior written approval of the Declarant. No excavation shall be made, no construction begun and no materials shall be stored on the Lot until receipt of written approval from the Declarant.

Section 2. **Method to Request Approval**. All approvals shall be requested by submission to the Declarant of plans and specifications in duplicate, showing the following;

(a) The arrangement of the interior and exterior of the residential structure including;
(i) Color and texture of building materials;
(ii) Type and character of all exterior windows, doors and lighting fixtures;
(iii) Type and character of chimneys;
(iv) Location of the structure and orientation of the structure to the topography;

(b) Any deviation from the Master Grading Plan (as defined below);

(c) All Buildings and other Improvements including walkways, access drives and parking areas, and other improved areas, and the locations thereof on the site, existing or proposed;

(d) All landscaping, including existing and proposed tree locations and planting areas (and specie thereof), mail box locations, and exterior ornamentation (a detailed landscape plan must be submitted);

(e) Building elevations, including projections and wing walls;

(f) Exterior lighting plans;

(g) Plans and specifications for all outdoor recreational and play areas, including swimming pools, children's recreational equipment or structures, spa, tennis courts, or other athletic facilities;

(h) Plans and specifications for walls, fencing, and screening;

(i) Plans and specifications for patios, decks, and porches or any other exterior changes or Improvements; and

(j) Such additional information, data, specifications and drawings as may be reasonably requested by the Declarant.

Specifications shall describe types of construction and exterior materials and finishes to be used, including, without limitation, the colors and manufacturers thereof, and shall otherwise be prepared according to standards established from time to time by the Declarant.

Section 3. **Basis of Approval**. Approval shall be based, among other things, upon conformity and harmony of the proposed plans and specifications with the Design Guidelines attached hereto as Exhibit B (the "Design Guidelines"), design and quality of the Subdivision, other structures in the Subdivision and neighboring property as to external design, appearance and type of construction, materials, colors, setting, height, grade, finished grade elevation, and landscaping and tree removal; and conformity of the plans and specifications to the purpose and general intent of the Declaration and, the Zoning Text.

Section 4. **Building Actions**. If Declarant disapproves the plans and specifications the Owner may revise and resubmit the plans and specifications until approval is received. The actions of the Declarant through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding.

Section 5. **No Liability**. Neither the Declarant nor any agent or employee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, nonfeasance or misfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom or any other effect on other Lots and Owners in the

Subdivision or elsewhere. Every person and entity who submits plans to the Declarant agrees, by submission of such plans, that he or it will not bring any action or suit against the Declarant to recover any damages or to require the Declarant to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance with these restrictions.

Section 6. **No Reliance**. No Lot Owner may rely upon the submission and/or approval of any such plans or the buildings or structures described therein, or upon the Declarant, maintain the quality of, or a design plan for, the Subdivision.

Section 7. **Requirement of Completion; Notice of Completion, Non-completion or Non-compliance.** An Owner shall cause any Improvement to be diligently pursued to completion within eighteen (18) months after the date construction is commenced. Any Improvement which has been partially or totally destroyed by fire or otherwise shall be repaired or removed within three (3) months after the time of such destruction. Notice of non-compliance or non-completion will be considered to be delivered when it is posted on or about the Improvements in question or delivered by certified mail or in person to the Owner.

ARTICLE III
GENERAL PROVISIONS

Section 1. **Residential Purposes**. All Lots, excluding Lots designed as open/green space shall be used for single-family residential purposes.

Section 2. **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 Owner of any Lot in the Subdivision.

Section 3. **Maintenance of Lots and Improvements**. The Lots, including any land which has been altered from its natural state existing at the time of the Declaration, shall be landscaped according to plans approved in writing by the Declarant. All shrubs, trees, grass, gardens, and planting of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping approved by the Declarant shall be installed no later than one hundred twenty (120) days following occupancy of, or completion of, any building/Improvement, whichever occurs first. The Lot shall be regularly mowed and no Lot shall be allowed to become overgrown or unsightly. Vegetable or other produce garden may only be located in the rear yard of the Lot. All Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant.

Section 4. **Site Placement**. Shall be consistent with the requirement of the Zoning Text, Design Guidelines, Master Grading Plan, and plans and specifically approved by Declarant.

Section 5. **Garage.** No dwelling may be constructed on any Lot unless an attached enclosed garage for at least two automobiles is also constructed thereon.

Section 6. **Service Screening, Storage Areas**. All garbage, trash and other waste shall be placed in containers which shall be concealed and contained within buildings, or shall be concealed by means of a screening wall of material similar to and compatible with that of the building 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, designed so as not to attract attention, and shall be located in as reasonably inconspicuous a manner as possible. Unless specifically approved by the Declarant, no materials, supplies or equipment shall be stored on the Lot except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or properties.

Section 7. **Driveways & Concrete Walks**. Driveways shall be constructed and completed with the residence and shall be of asphalt, concrete, or pavers in compliance with zoning regulations. Concrete walks shall be constructed and completed with the resident and shall be in compliance with approved engineering plans and zoning regulations.

Section 8. **Storage Tanks**. No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted on a Lot outside a building except as approved in writing by the Declarant.

Section 9. **Building Exterior**. All windows, porches, balconies and the exterior of buildings shall at all times be maintained in a neat and orderly manner. Draperies and other window treatments shall be harmonious with the outside of each building. No clothing or any other household fabrics shall be hung in the open on any Lot and no clotheslines or other outside drying or airing facilities shall be permitted.

Section 10. **Removal of Trees**. In order that the natural beauty of the Subdivision may be preserved, no living tree having at least a three (3) inch caliper measurement or diameter of six (6) inches or more shall be destroyed or removed from a Lot, unless specifically approved by the Declarant. In the event of a violation of the paragraph, Declarant may, at its option, cause any tree so removed or destroyed to be replaced with another tree and the Owner of the Lot on which the tree was located shall reimburse Declarant 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.

Section 11. **Pools and Hot Tubs**. No above ground pool which requires a filtration system or is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No other swimming pool, not tub or spa may be placed or maintained on any Lot without the prior written approval of the Declarant.

Section 12. **Playground Equipment/Tennis Courts**. No playground equipment or tennis or similar court shall be place or maintained on any Lot without the prior written approval of the Declarant.

Section 13. **Fencing**. See Exhibit B-Olentangy Falls East Residential Subdivision Design Guidelines.

Section 14. **Mailboxes.** See Exhibit B-Olentangy Falls East Residential Design Guidelines.

Section 15. **Exterior Lighting**. See Exhibit B-Olentangy Falls East Residential Subdivision Design Guidelines.

Section 16. **Hobbies**. Hobbies or activities that tend to detract from the aesthetic character of the Lot, and Improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted within a building and not visible from either the street or adjoining property. This section includes, but is not limited to, such activities as automotive and boat repair, and sports activities.

Section 17. **Temporary Residences**. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all-terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence on any Lot either temporarily or permanently. An accessory structure such as a storage building with a maximum of one hundred and twenty (120) square feet of floor area located in rear yard shall be allowed, for storage of garden equipment.

Section 18. **Mineral Exploration**. The Lot shall not be used in any manner to explore for, use, or commercially exploit any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located in or under the ground. No wells may be located on the Lot and no water may be removed from any pond, lake, or other body of water located on, adjacent to, or near the Lot, unless otherwise approved by the Declarant.

Section 19. **Machinery and Equipment**. No commercial machinery or equipment of any kind shall be placed, operated or maintained upon the Lot except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of Improvements as approved by the Declarant.

Section 20. **Signs**. No signs of any kind shall be displayed on any Lot, except one temporary sign of not more than two feet by two feet (2' x 2') advertising the property for sale or rent, or used by the builder to advertise the property during the construction sales period, or signs the restriction of which is prohibited by law. For sale signs installed by Lot Owners, other than the initial builder, shall be uniform in design consistent with specifications established by Declarant.

Section 21. **Antennas and Satellite Dishes**. No television or radio antennas or satellite dishes may be installed on the exterior of any house or Lot, except that dishes that do not exceed one meter in diameter and television antennas are permitted if they are located, if possible, in a place not

visible from the street, are of a color that blends with the background, and are screened by landscaping or other means so that it is difficult to see them from other lots. Such location and appearance must be approved by Declarant; provided, however, that the location must be such that it does not interfere with reception. No towers of any kind, including but not limited to, television, radio and/or microwave towers, shall be erected, placed, or maintained anywhere in the Subdivision.

Section 22. **Solar Panels**. Except with prior, written approval of Declarant, solar panels, attached or detached, shall not be permitted on any Lot.

Section 23. **Nuisances**. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighboring property, including but not limited to, failure to maintain healthful and sanitary conditions, and recurring vehicle repair in public view.

Section 24. **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 during construction of initial Improvements on a Lot, provided the design, appearance, and location has the prior written approval of the Declarant. Such Improvements shall be removed not later than fourteen (14) days after the date of completion of the Improvements for which the temporary structure was used, and shall be permitted to remain for no longer the one (1) year, unless a greater period is approved in writing by the Declarant.

Section 25. **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 two cats or two other pets which are permitted outdoors may be kept on any Lot except when animals in excess of such numbers are less than three months old. No animals shall be kept or live outside on a continuous basis.

Section 26. **Vehicle Parking and Storage.** No automobile, trailers, boats, campers, recreational vehicle, commercial vehicle, inoperative vehicle, or other motor driven vehicle shall be parked or stored on any Lot unless it is in a garage, except that:

Automobiles in good condition and driven regularly by a person residing on the Lot may be parked outside the garage on a regular basis.

Section 27. **Lot Split**. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, so as to create a new building lot.

Section 28. **Contiguous Lots**. An Owner may use more than one Lot as a site for a single dwelling unit only if the Owner obtains the prior written permission of the Declarant.

Section 29. **Utility and Drainage Easements**. Location of easements for the installation of utilities and for surface drainage are reserved as shown on the recorded plat of the Subdivision or other instruments of record within the Delaware County Recorder's Office. No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in or upon the Subdivision unless they are placed and maintained underground or concealed in, under or on building or other Improvements; provided that above-ground electrical transformers and other equipment may be permitted if properly screened with the prior written approval of the Declarant. All gas, water, sewer, oil and other pipes for gas or liquid transmission shall be placed underground or within or under buildings or other Improvements. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service incident to the construction of Improvements.

Section 30. **Use of Other Easements**. In addition to the utility easements herein designated, easements in the public streets are hereby reserved and granted to the Declarant, and any utility company or governmental unit engaged in supplying one or more utility services to the Subdivision to install, lay, erect, construct, renew, operate, repair, replace, maintain or remove all and every type of gas, water, sanitary or storm sewer or other utility facilities.

Section 31. **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 or flow of surface water and drainage patterns may be destroyed, altered or modified without the prior written approval of the

Declarant. No Improvements to a Lot shall be made in any manner whatsoever that are inconsistent with the master grading plans (the "Master Grading Plan") established by the Declarant for the Lots, as the plans now exist or may hereafter be modified from time to time, without the prior written approval of the Declarant. All Lot Owners shall obtain certification from a licensed engineer after completing any Improvement that the Master Grading Plan has been observed. Whenever, the possibility exists for the silt run off because of construction of Improvements on a Lot, or for some other reason, the Owner of the Lot shall be obligated to provide a means of siltation control to prevent such run off. Roof drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited.

Section 32. **Lakes and Ponds**. No Owner, or any other person, shall have access to, or the right to use, any lake, pond, stream or other body of water in or adjacent to the Subdivision for boating, swimming or ice skating. Nothing herein shall prohibit any Lot Owner from using common open space for hiking or other limited recreational usage such as fishing.

Section 33. **Natural Green Space/Detention Reserve/Natural Green Space Detention Reserve.** As used herein, the term "Natural Green Space" shall mean any Lot or portions thereof set aside by its legal owner by deed, plat, deed restriction or other legal means using a permanent public record wherein said Lot or portions thereof is permanently and perpetually set aside for the purposes of protecting and preserving the natural, scenic, open, or wooded condition of land, water or wetlands against modification or encroachment, unless otherwise expressly provided hereunder. Within the Natural Green Space, no building, structure, fence, walkway, patio, recreational or athletic facility, or any other improvements of any kind may be placed temporarily or permanently upon, in or under the area, nor shall any work be performed thereon which would alter the natural state of the Natural Green Space or as reserved hereafter. No trees, ground cover or other vegetation shall be cut or removed from the Natural Green Space, except for the removal of dead, diseased, decayed or noxious trees and other vegetation as may be required for conservation, safety or in keeping with good forest management practices or unless it creates an eminent threat to people or property and has been approved by the Association and the township zoning inspector. Nothing may be planted within the Natural Green Space except vegetation and trees native to the area. Any area within the Natural Green Space where trees or vegetation are removed without the Association's or Township Zoning Inspector's prior approval shall be restored as nearly as practicable to its original condition.

Each and every other activity or construction which might endanger the natural or scenic state of the Natural Green Space is forbidden except as expressly permitted in the Zoning Text. To ensure the integrity of the Natural Green Space areas, individual lots and construction areas abutting the Natural Green Space areas will be required to erect a 42 inch high orange construction fence along the Natural Green Space boundary as it crosses or abuts the Lot. The fence must be in place prior to the Township issuing a zoning permit for that Lot and be maintained during construction until home occupancy occurs or construction is complete. Natural Green Space shall at all times be kept free of garbage, trash and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon. The Association or its authorized representative and/or the Township Zoning Inspector reserves the right to periodically inspect the Natural Green Space for violations and, if upon twenty (20) days advance written notice, the Lot Owner has not eliminated said violations, the Association may remove or eliminate, at the expense of the Lot Owner any violations. The Association reserves the right to post or clearly mark the boundaries of said Natural Green Space that is owned by the Association or Declarant.

All detention basins will be contained within a Detention Reserve ("DR") or a Natural Green Space Detention Reserve ("NGS-DR"). A Detention Reserve is set aside only for the purposes of detention/retention. Each Detention Reserve shall have twenty (20) feet of road frontage, will be owned by the Association and maintained by the Delaware County Ditch Maintenance Program. A Natural Green Space Detention Reserve is a reserve set aside only for the purposes of detention/retention within the Natural Green Space, which will be maintained by the County Ditch Maintenance Program. The Natural Green Space Detention Area will be owned by Association. Please refer to the Plat for the location of all DR's.

Section 34. **Drainage and Conservation Easement**. The Drainage and Conservation Easement shown on the Plat is for the purpose of preserving the integrity of the defined jurisdictional stream and wetland areas per the 401 and 404 Permits for the development of the Subdivision. No structures or improvements of any kind may be placed upon, in or under the area designated hereon as Drainage and Conservation Easement, nor shall any work be performed thereon which would alter the natural state of the Drainage and Conservation Easement or damage any of the trees or vegetation therein. All Drainage and Conservation Easements delineated within the site shall be accessible to the Delaware Soil and Water Conservation District for drainage maintenance issues.

Section 35. **Entrance Features, Fencing, Subdivision Identification Signs, Earthmounds and Landscaping**. The walls, fencing, subdivision identification signs, earthmounds, electrical facilities, irrigation systems and landscaping placed on any of the Lots, streets, or Common Area in the Subdivision by Declarant shall not be removed or changed except by the Declarant who shall have the right to enter the Lots to do so. They shall be maintained in the installed good condition by the Association, or, if not, by the Owners of Lots on which such features are located.

Section 36. **Public Streets**. All of the streets in the Subdivision are public streets.

Section 37. **Maintenance of Common Improvements**. The Association shall be responsible for maintaining the Common Improvements, including Common Open Spaces subsequently added to the Subdivision, all common landscaped areas and otherwise any irrigation system on the common spaces and areas, fences, entrance walls, gate house and other Common Improvements designated by the Declarant or government authorities or assumed by the Association. The Association shall have an easement over each Lot for the purpose of maintaining and repairing the Common Improvements. The Association shall use such easement rights in a manner designed to minimize interference with the Lot Owner's use and enjoyment of his/her Lot. The Association shall maintain comprehensive general liability insurance, in an amount of not less than $1,000,000 per person and $3,000,000 per occurrence for bodily injury and $500,000 per occurrence for property damage and such other insurance as shall be reasonably required by Declarant.

Section 38. **Governmental Regulations Statement**. Each building site is subject to all present and future, applicable laws, ordinances, rules, regulations and orders of the United States Government, the State of Ohio, Delaware County, Liberty Township, and any other political subdivision and any administrative agency of any of the foregoing, including, but not limited to the Zoning Text. 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 this Declaration, the most restrictive provision shall govern and control.

ARTICLE IV
ASSESSMENTS

Section 1. **Establishment of Assessment**. For the purpose of providing funds for maintenance and improvement of the Common Improvements and other expenses and costs incurred by the Association including any administrative fee of Declarant, the Association shall, on a date selected by the Declarant and prior to January 1 of each calendar year thereafter, 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 annual assessment as to each Lot (excluding open space/reserve lots) provided, however, that under no circumstances shall Declarant be responsible for the payment of any assessment. The total assessment collected for the Lots in the Subdivision must be an amount sufficient to meet the obligations of the Association under this Declaration. These assessments shall be payable in advance in such periodic installments and on such due dates, as the Association from time to time determines, provided, that if any installments of any assessment is not paid within thirty (30) days after it has become due, the Association may, at its option, without notice or demand (i) declare the entire balance of the assessment immediately due and payable;(ii) assess interest on the unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the Association may from time to time determine, and (iii) assess reasonable, uniform, late fees. There shall be an initial Reserve Fund assessment from each Lot Owner at the date of purchase from Declarant of $500 or such greater amount as shall be determined by the Association.

Section 2. **Establishment of Lien**. If any Lot Owner (exclusive of Declarant) shall fail to pay any installment within thirty (30) days after it is due, the Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the Association so elects, 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. The right to file such lien is subordinate to any liens actually filed.

Section 3. **Payment by Declarant**. Declarant may elect to pay assessments on any Lot owned by Declarant within the Subdivision or pay any deficit in the operating budget of the Association and have such payment treated as a loan to the Association ("Declarant Loan"). The rate of interest and term of the Declarant Loan shall be set forth on the note evidencing the indebtedness of the Association.

ARTICLE V
ENFORCEMENT AND MISCELLANEOUS

Section 1. **Enforcement.** Except as hereinafter provided, Declarant, the governmental units in which the Subdivision is located, each Lot Owner, the Association, where applicable, 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. Notwithstanding the foregoing, in the event of any dispute between Lot Owners or between the Association and any Lot Owner or Owners not including the Declarant, as to any matter provided for herein, other than with regard to the obligation for, levy, collection or enforcement, of assessments (including, without limiting the generality of the foregoing, the creation, filing and enforcement of liens), the matter shall be submitted to a single independent arbitrator selected by the Association, as the case may be, who shall decide the dispute in accordance with and pursuant to the arbitration laws of Ohio and the arbitrator's decision shall be final and enforceable as provided above.

Section 2. **Special Assessment Lien**. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all uniform rules and regulations promulgated by the Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Association or Declarant, in addition to any other enforcement rights they may have hereunder, may take whatever action either deems appropriate to cause compliance, including, but without limitation, entering upon the Lot for repair, maintenance, reconstruction and removal of and Improvements thereon or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association or Declarant in causing such compliance, together with the interest at such lawful rate as the Association or Declarant may from time to time establish, shall be immediately due and payable from the Lot Owner to the Association or Declarant, and the Association or Declarant shall be entitled to a valid lien as security for the payment of such costs incurred, and interest, which lien shall be effective from the date that the Association or Declarant certified the lien to the Delaware County Recorder.

Section 3. **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 a fee simple interest in the Lot at the time the obligation arose or thereafter until paid, and any demand or notice hereunder or pursuant hereto to one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 4. **Severability and Waiver**. Invalidation of any one of these covenants or restriction by judgment or court order shall in no way effect any other provision which shall remain in full force and effect. Failure by a benefited party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. **Amendment.** The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded (except that the easements described herein shall be permanent and perpetual), after which time they shall be automatically extended for successive periods of ten (10) years, unless by agreement of the Owners of two-thirds (2/3) or more of the Lots, these covenants and restrictions are sooner terminated. This Declaration, as it relates to the Subdivision, may be amended by a duly executed and recorded instrument signed by the Owners of no less than two-thirds (2/3) of the Lots in the Subdivision, provided that any such amendment during the first ten (10) 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 a duly called and noticed meeting of the Association, and the written consent of Declarant, shall be required for any amendment hereto 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, including in particular, the maintenance and repair of private streets. A holder or insurer of a first mortgage on any Lot, upon written request shall be entitled to timely written notice of any proposed amendment hereto.

Section 6. **Transfer to Association**. At any time Declarant no longer wishes to retain the rights granted to it in this Declaration, it may transfer those rights to the Association, and by such transfer this Declaration will be deemed to be amended, so that every reference to "Declarant" herein shall be changed to "Association". The Association must accept such transfer if tendered by the Declarant.

Section 7. **Constructive Notice and Acceptance**. Every person who now or hereafter owns or acquires any right, title or estate in any portion of the Subdivision 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 this Declaration is contained in the instrument by which such person acquired an interest in a portion of the Subdivision.

Section 8. **Additions to the Subdivision**. Upon the execution and delivery by Declarant, or its successor-in-interest, of a Deed, Declaration of Covenants, Easements, Restrictions and Assessment Liens, or Amendment to this Declation, and the filing of the same with the Recorder of Delaware County, submitting real property to the lien for assessments established by Article IV hereof, the real property described therein shall become a part of the Subdivision as defined in Article I hereof. Such additions may be made and perpetuated without the consent of the Owners.

Section 9. **Easements**. All Lot Owners shall grant utility easements to Declarant for the purpose of constructing utility lines over or through the Owner's Lot. Owner agrees to execute all appropriate documents to accomplish the foregoing.

ARTICLE VI
ACCEPTANCE

Section 1. **Acceptance**. By accepting a deed to any of the above described real estate or Lots, an Owner accepts the same subject to the foregoing covenants and agrees for him or herself, his or her heirs, successors and assigns to be bound by each of the covenants.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf on or as of the 13th day of January, 2016

DECLARANT:
ROCKFORD HOMES, INC.

By: _____
Donald R. Wick, President

STATE OF OHIO
County of Delaware ss:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Donald R. Wick, the President of Rockford Homes, Inc., who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said limited liability company for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of January, 2016.

KIMBERLY J. WILCHECK
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
December 5, 2017

_____
Notary Public
My Commission Expires 12-5-17

This instrument was prepared by *Kagay, Albert, Diehl & Groeber*, Attorneys at Law
6877 North High Street, Ste. 300, Worthington, Ohio 43085

OLENTANGY FALLS EAST SECTION 1

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF LIBERTY, AND IN FARM LOT 7, SECTION 1, TOWNSHIP 3, RANGE 19, UNITED STATES MILITARY LANDS, BEING ALL OF THAT 1.46 ACRE TRACT CONVEYED TO ROCKSFORD HOMES, INC., BY DEED OF RECORD IN OFFICIAL RECORD VOLUME 1308, PAGE 42 ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, DELAWARE COUNTY, OHIO.

THE UNDERSIGNED, ROCKSFORD HOMES, INC., AN OHIO LIMITED LIABILITY COMPANY BY DONALD RON PATTERSON, OWNER OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS OLENTANGY FALLS EAST SECTION 1", A SUBDIVISION CONTAINING LOTS NUMBERED 5087-5118, 5120, AND 5121 INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT AND DO VOLUNTARILY DEDICATE ALL NEW ROADS FOR PUBLIC USE AND POINT OF REST AS SHOWN HEREON AND NOT HERETOFORE DEDICATED.

EASEMENTS ARE HEREBY RESERVED IN, OVER, AND UNDER AREAS DESIGNATED ON THIS PLAT AS "EASEMENT", "DRAINAGE EASEMENT OR CONSERVATION EASEMENT OR STORAGE EASEMENT EASEMENTS DESIGNATED AS EASEMENT FOR DRAINAGE EASEMENT PERMIT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH, AND ON THE SURFACE OF THE GROUND AND WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS, AND FOR STORM WATER DRAINAGE.

EASEMENTS DESIGNATED AS "SANITARY EASEMENT" SHALL MEAN AN EXCLUSIVE SANITARY SEWER EASEMENT OVER, THROUGH, UNDER, BEING, UPON, AND ACROSS THE AREA DESCRIBED ON THE PLAT, EXCEPT FOR AREAS NOW OR HEREAFTER USED REASONABLE PURPOSES ACROSS LANDSCAPED SPACES THAT MEANS THE EASEMENT AREA SHALL THEREBY BE THE PURPOSE OF THIS EASEMENT EXCLUSIVELY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND OR PRIVATE SANITARY SEWERS, SERVICE CONNECTIONS, MANHOLES, TRENCH BOXES, VALVES, AND OTHER SANITARY IMPROVEMENTS. SANITARY EASEMENTS MAY BE OCCUPIED BY OTHER UTILITIES AS EXPRESSED HEREIN.

WITHIN THOSE AREAS OF LAND DESIGNATED "DRAINAGE EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING STORM SEWER AND/OR SURFACE DRAINAGE SWALES AND/OR OTHER AREAS BEHIND STORM WATER DRAINAGE FACILITIES, AS ABOVE GRADE STRUCTURES, SWALES, OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PROHIBITED WITHIN DRAINAGE EASEMENT AREAS AS REFLECTED ON THIS PLAT. EASEMENT AREAS SHOWN HEREON OUTSIDE OF THE PLATTED AREA ARE WITHIN ADJACENT LANDS OF THE DEVELOPMENT AND DEVELOPER'S ARE HEREBY RESERVED FOR THE USES AND PURPOSES EXPRESSED HEREIN.

ALL EASEMENTS ARE RESERVED THAT OVERLAP OR COVER ALL OR PORTIONS OF A "SANITARY EASEMENT" SHALL BE SUBJECT TO THE PROVISIONS OF THE "SANITARY EASEMENT" WITHIN THE OVERLAP OR COVER AREAS. RIGHT TO EXCLUSIVE SURFACE WATER DRAINAGE WITHIN THE OVERLAP OR COVER AREAS IS NOT RESERVED. HOWEVER ANY IMPROVED NON STORM SEWER PIPES, INLETS, CATCH BASINS, STRUCTURES, OR OTHER STORM WATER APPURTENANCES OR INFRASTRUCTURE FEATURES INCONSISTENT TO THOSE WHICH WERE PERMITTED WITH THE ORIGINAL SANITARY SEWER IMPROVEMENTS SHALL ONLY BE PERMITTED IF APPROVED BY THE CONSERVING STORMWATER AUTHORITY AND THE DELAWARE COUNTY SANITARY ENGINEER.

A NON-EXCLUSIVE EASEMENT IS HEREBY CERTIFICATE GRANTED UNTO ORU-CO WATER COMPANY INC., ITS SUCCESSORS AND ASSIGNS, FOR THE LOCATION OF WATER LINES, VALVES AND APPURTENANCES WITHIN THE RIGHTS OF WAY HEREBY DEDICATED AND BEFORE MADE, DESIGNATED HEREON AS "UTILITY EASEMENT" OR "DRAINAGE EASEMENT" THAT ARE LOCATED ALONGSIDE THE RIGHTS OF WAY HEREBY DEDICATED. ALSO GRANTED IS THE RIGHT OF ORU CO WATER COMPANY INC., TO INSTALL SERVICE AND MAINTAIN WATER METER CHECKS AND APPURTENANCES IN SAID EASEMENT AREAS ALONGSIDE SAID RIGHTS OF WAY

IN WITNESS WHEREOF, DONALD RON PATTERSON OF ROCKSFORD HOMES, INC.,

HAS HEREUNTO SET HIS HAND THIS 6 DAY OF JUNE, 2015

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

ROCKSFORD HOMES, INC

BY: Eric Patterson Gail Patterson

DONALD RON PATTERSON, PRESIDENT

STATE OF OHIO
COUNTY OF DELAWARE

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DONALD RON PATTERSON, PRESIDENT OF SAID ROCKSFORD HOMES INC., WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID ROCKSFORD HOMES, INC., FOR THE USES AND PURPOSES EXPRESSED THEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS

6 DAY OF June 2015

MY COMMISSION EXPIRES 1/1/2018

Eric Patterson

APPROVED THIS 16th DAY OF November

APPROVED THIS 12th DAY OF November 2015

Kyle GENERAL MANAGER
DEL-CO WATER CO., INC.

APPROVED THIS 10th DAY OF November 2015

DELAWARE COUNTY ENGINEER

APPROVED THIS 17th DAY OF November 2015

DELAWARE COUNTY TREASURER
NO MORTGAGE ON THE DELAWARE COUNTY TREASURER'S OFFICE ON THIS PLAT DOES NOT CONSTITUTE APPROVAL OF THE STORMWATER MANAGEMENT, DRAINAGE AND SEDIMENTATION CONTROL, ROAD ACCESS POINTS, OR ANY BUILDING WITHIN THE RIGHT-OF-WAY FOR ANY LOT SHOWN ON THIS PLAT

APPROVED THIS 23rd DAY OF December 2015

CHAIRMAN, DELAWARE COUNTY REGIONAL PLANNING COMMISSION

THIS 28th DAY OF Dec 2015, RIGHTS OF WAY FOR PUBLIC STREETS AND ROADS WITHIN DESIGNATED TO PUBLIC USE ARE HEREBY APPROVED FOR THE COUNTY OF DELAWARE, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DESIGNATED RIGHT-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE AND/OR MAINTENANCE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND STREETS ARE FORMALLY ACCEPTED BY DELAWARE COUNTY

DELAWARE COUNTY COMMISSIONERS:

TRANSFERRED THIS 29 DAY OF December 2015 George Kaitsa RH

AUDITOR, DELAWARE COUNTY, OHIO

Melissa Jordan RM

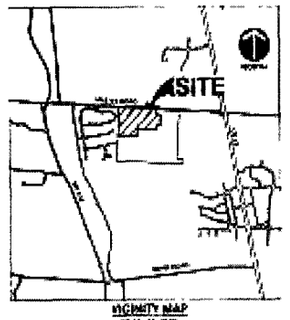
RECORDER, DELAWARE COUNTY, OHIO

Doc ID: 010035720004 Type: OFF
Kind: PLAT
Recorded: 12/29/2015 at 01:48:40 PM
Fee Amt: $180.00 Page 1 of 4
Workflow# 0000109820-0001
Delaware County, OH
Melissa Jordan County Recorder
Filed 2015-00036854

BK 1395 PG 2082-2085

PC 4 Sl. 43-45C

DRAINAGE MAINTENANCE PETITION RECORDED IN THE DELAWARE COUNTY COMMISSIONERS JOURNAL
RESOLUTION No. _____ APPROVAL DATE



VICINITY MAP
SCALE: 1"=1000'

SURVEY DATA:
THE BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1, TOWNSHIP 3, RANGE 19, AS BEING SOUTH 89°20'29" EAST PER O.R. 1308, PG. 42, ET. AL.

IRON PINS:
UNLESS INDICATED HEREON, UNLESS OTHERWISE NOTED ARE 13 OR 1/2" REBAR ARE 30" SOLID IRON PINS, PARTY MARKED IRONS WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC"

PERMANENT MARKERS:
WHERE INDICATED HEREON, ARE TO BE SOLID IRON PINS, 1" DIAMETER OR LARGER, SOLID IRON PIPE, ARE TO BE SET TO MONUMENT POINTS INDICATED AND ARE TO BE SET WITH TOP AND FLUSH WITH THE SURFACE OF THE GROUND AND "WITH CAPPED WITH AN ALUMINUM PLUG BEARING THE INITIALS "CEC"

CERTIFICATIONS:
WE OR HEREBY CERTIFY THAT WE HAVE SURVEYED THE ATTACHED PREMISES PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT AS DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS. PERMANENT MARKERS, MONUMENTS AND IRON PIPES ARE TO BE PLACED AS SHOWN UPON COMPLETION OF CONSTRUCTION NECESSARY TO THE IMPROVEMENTS OF THIS LAND.

STATE OF OHIO
MARK ALAN SMITH
8222
REGISTERED
SURVEYOR

LEGEND
- = 1" IRON PIN
- = 30" I.D.
- = PERMANENT MARKER SET
- = SAN. MH

Mark Alan Smith 12/22/15
MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8222

CEC
Civil & Environmental Consultants, Inc.
350 Old Wilkinson Ridge Road, Suite 350 - Worthington, OH 43085
PH: (614) 540-6633 FAX: (614) 540-6638
WWW.CECINC.COM

DATE	BY	DESCRIPTION
12/22/15	MS	REVISED PER COMMENTS
11/20/15	MS	REVISED PER COMMENTS

ROCKSFORD HOMES
OLENTANGY FALLS EAST SECTION 1
TOWNSHIP OF LIBERTY, OHIO

PLAT

R.P.C.
CASE No. 30-14.1

EXHIBIT A

EXHIBIT B

To the Declaration of Covenants, Easements, Restrictions and Assessment Liens

Dated: November 26th, 2013

Olentangy Falls East – Residential Design Guidelines

The purpose of the Residential Design Guidelines is to outline the basic design intent and level of detail recommended for each home and home site within Olentangy Falls East Residential Subdivision and to establish and reinforce the common goal of long term quality and value to the development. These recommendations, in conjunction with the approved zoning text and deed restrictions, are to be used by homeowners and design professionals in the preparation of their site and home design. Please note that each lot and home owner should review the approved zoning documents for a complete representation of the requirements that may apply to a property.

Each home design and home site plan is required to be reviewed and approved prior to construction start. To assist in this process, Rockford Homes Inc. will engage an architect. Lot owners shall submit their home designs, site plans and a $300.00 review fee to the office of Rockford Homes Inc., at 999 Polaris Parkway Suite 200, Columbus, Ohio 43240, for review and consideration by the architect, designated and engaged by Rockford Homes Inc.

Site Items

Orientation

1. Motor courts located in front of all homes should provide for landscaping within the paved area to break up the potentially large amount of paved area in front of a home.
2. Driveway crossings over all roadway drainage swales shall be designed to conceal the exposed ends of storm piping under the drive through the use of finish grading or a finished headwall on each side of the driveway. Exposed timbers shall not be permitted.
3. One driveway entrance/exit per lot.

Landscaping, Mailboxes and Fences

1. The landscape plan for each home site is required to be reviewed and approved. The purpose of this review is to ensure coordination of the site planting with adjacent home sites as well as the required street trees for each roadway.
2. The minimum landscape for a home site required are two (2") caliper shade trees in the front yard, the required street trees per the Liberty Township Tree Planting and Management Policy and Procedure and a mixture of deciduous and evergreen foundation plantings.
3. Landscaping elements allowed to encroach into building line setback:
    a. Retaining Walls no higher than three feet above finish grade;
    b. Patios no larger than one-hundred square feet (total);
    c. Recessed fountains and/or water features not to exceed eight feet in diameter, and not to exceed eighteen inches in depth;
    d. Free Standing and/or above-grade fountains and/or water features not to exceed three feet in height and
    e. Landscape planting beds walls - dry laid stone or dry laid pavers- not to exceed thirty-inches in height above finish grade.
4. Each mail box shall be consistent with the type, style and color to be used for the entire development. Contact Cedarcraft, 614-759-1600 for mailbox, #2 black box on a 6x6 RVB post stained forest black with reflective numbers on both sides. See mailbox exhibit.

5. Fencing is permitted provided it is approved in writing by the Developer. The maximum height of yard fencing is 42" with the exception of fencing immediately around a pool which is subject to local governmental restrictions and developer approved style. Yard fencing must be at least three (3) feet from adjoining properties, see fencing exhibit. No yard fencing shall be installed directly on a property line except in the case where a Lot abuts property owned by the association; in this case, the fencing may be installed on the property line.
   Yard Fencing: 42" 3-board fence to match existing project fence along Hyatts Road and shall be developer approved prior to installation. See fencing exhibit.

Architectural Building Design

Minimum Building Sizes

Single Story	2,000 sq. ft.
One & Half Story	2,200 sq. ft.
Two Story	2,200 sq. ft.

Building Massing

1. It is recommended that the roof elevation shall not exceed one-half of the overall building elevation.
2. Arches and other framed openings shall be of a consistent shape and proportion (i.e., if round arches are used on windows, then jack arches should not be used at doors or canopy openings).

Exterior Building Materials

1. Exterior building materials shall be limited to natural finishes such as stone, brick, stucco, cultured stone, EIFS, cedar shakes and cementitious or wood lap siding as appropriate to the style and period of the home.
2. The use of the above materials in combination (i.e., brick and wood lap siding in a Traditional home or stone and stucco in a Tudor home) is encouraged to break up the overall massing of the home.
3. The use of vinyl and aluminum siding is prohibited.
4. The use of metal panels and other synthetic materials is strongly discouraged.

Roof

1. Roof materials shall be dimensional asphalt shingles, slate or cedar shake shingles and shall be medium to dark in color.
2. The use of differing roof materials is encouraged, where appropriate, to distinguish different masses and functions of the home (i.e., covered breezeways, verandas and bay windows may have metal roofs on a home of primarily dimensional shingles).
3. Roof pitch shall be a minimum of 6/12 and shall be consistent on all four faces of the home.
4. Finials and other decorative roof attachments shall be properly proportioned to the overall height of the building.
5. The use of weathervanes and cupolas shall be consistent with the overall architectural style and detailing of the home.
6. Flat roofs may be permitted when consistent with the overall architectural style and massing of the home.

Dormers

1. The use of dormers to break up large roof planes is strongly suggested; however dormers shall be properly proportioned to match the architectural character of the home.
2. Windows within dormers shall be consistent in size and proportion of those used on the main exterior walls.

Porches

1. Entrance porches and side porches are highly encouraged.

2. Screen porches are promoted; however screen porches shall be on the side or rear of all homes.

Doors

1. Entrance doors should be of a style consistent with the architectural period of the home.
2. Door hardware and other decorative features should be consistent with the scale and architectural period of the home.
3. Sidelights and transoms are strongly recommended in keeping with the architectural style of the home.

Garage Doors

1. Garage doors shall be paneled and of one color and material. The use of sectional doors with overlay paneling consistent with period carriage style doors is highly encouraged.
2. Windows shall be allowed if consistent with the architectural character and design of the home.
3. Overhead garage doors shall be consistent in size and width.

Windows

1. The use of muntins is strongly encouraged to break up large areas of window glass. Muntin patterns shall be consistent with the overall architectural style of the home (i.e., diagonal patterns for French Provincial and Tudor homes, while six-over-six window styles will be more appropriate for Traditional homes).
2. Window muntins shall be sized in width that is consistent with the style of window and overall architectural style of the home.

Chimneys

1. Non-masonry fireplaces that are interior to the house with the chimneys that penetrate the roof shall not exceed 30"x 30" with a single flue. Such chimneys shall be constructed to appear to be masonry.
2. Exterior chimneys shall be required to have a masonry foundation.
3. Chimney chases shall be constructed from either wood framing or masonry.
4. Chimney chases shall be clad with masonry material such as natural stone, synthetic stone, brick or stucco.
5. Chimneys on homes that entirely stucco may have a stucco finish over masonry
6. Chimneys shall be to a height consistent with the overall architecture of the home, the use of chimneys on the fronts of homes is discourages.
7. It is recommended that chimneys have decorative detailing or be tapered.
8. Direct vent fireplaces are permitted; however, no "shed structure" is permitted.

Shutters

1. The use of shutters is encouraged when appropriate to the style of the home.
2. Shutters shall be in the shape or profile of the window and/or associated trim to which they ate attached (i.e., a rectangular window shall have rectangular shutters).

Foundations

1. Foundations shall be faced with a masonry veneer (i.e., brick, stone or cultured stone). No exposed concrete foundations or concrete masonry units shall be exposed more than 6 inches above the adjacent finish grade.

Exterior Trim

1. Wood trim shall be decorative and properly sized at the eaves and corner boards of all buildings. On all homes where stucco is the primary material, a relief detail at all windows on all elevations shall be included.
2. It is strongly recommended that all wood columns supporting porches or breezeways shall have decorative bases and capitals and shall be appropriate to the style or period of architecture for the home.

3. It is strongly recommended that all overhangs and canopies should be supported by decorative brackets. Overhangs with brackets are encouraged above long walls with openings (i.e., above multiple garage doors).

Exterior Lighting

1. Decorative wall mounted exterior lights shall be consistent with the scale and architectural period of the home.
2. Post lights are required.
3. All wiring and mounting devices shall be concealed.
4. Exterior ground up-lighting or feature lighting shall be from a concealed source (either recessed or screened with plant material).
5. Soffit or eave lighting at the perimeter of the home is permitted.

Exterior Music Systems

1. Surface mounted speakers will not be permitted on the fronts or sides of homes.
2. All wiring and mounting devices shall be concealed.

Satellite Dishes

1. The location and size of all satellite dishes shall be consistent with all deed restrictions and shall be approved prior to installation.
2. No satellite dishes shall be visible on the fronts of a home.

Sidewalks

There shall be a 5' concrete sidewalk located per the development plan.

Fencing

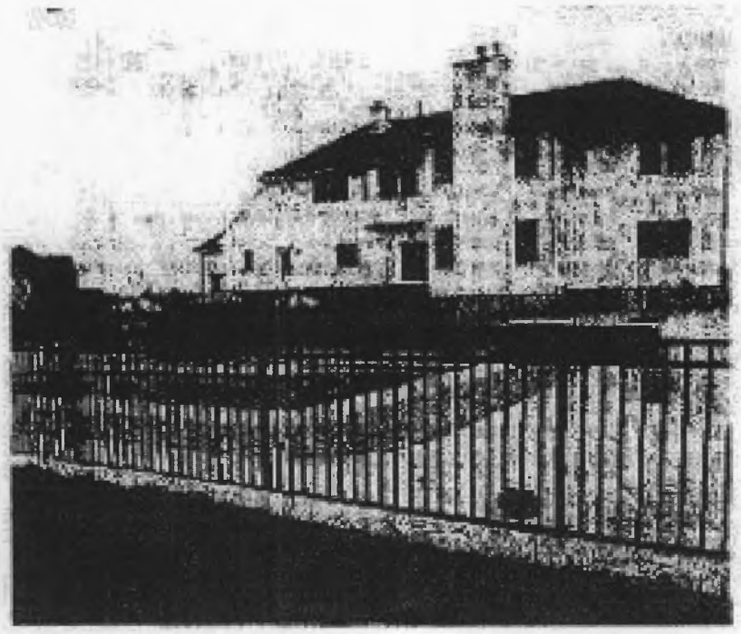
All fencing shall be approved prior to installation and shall be in conformance with fencing exhibit attached hereto.

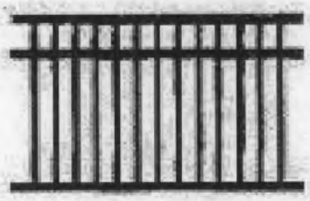
FENCE EXHIBIT

Olentangy Falls East – Residential Design Guidelines

Pool Fence

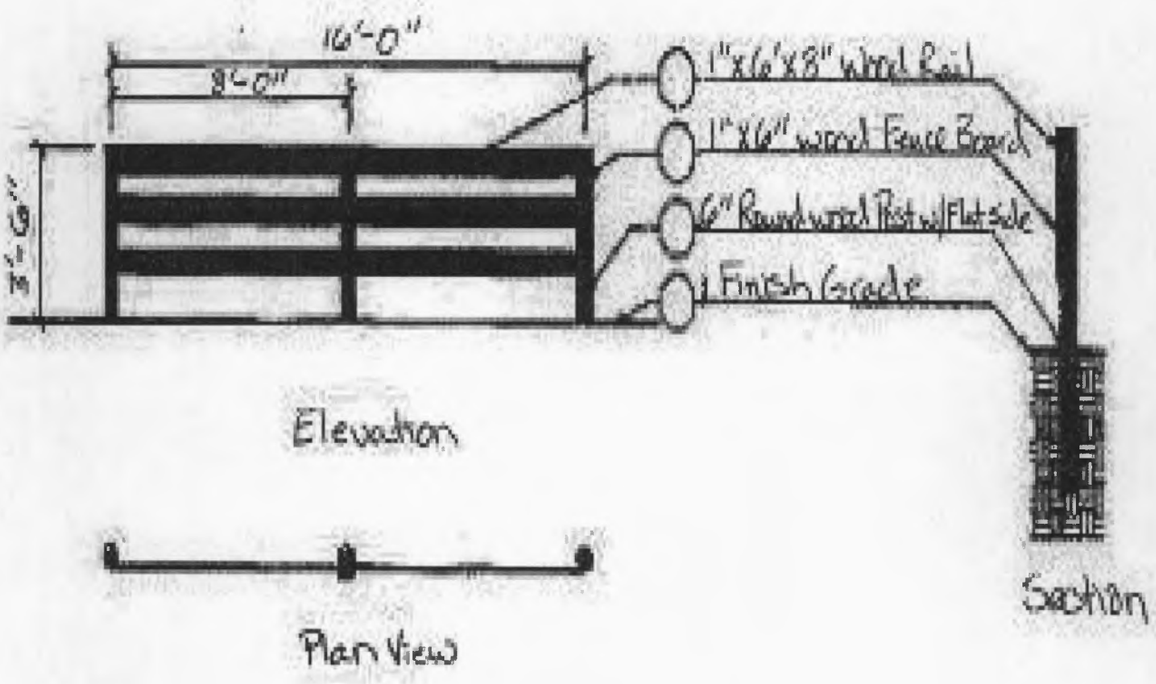
Style: Black Aluminum 54: high 3 Rail
Liberty Township zoning restrictions apply, check with zoning office for permit





Rear Yard Fence

(with optional black wire mesh) 3'-6" All wood to be decay resistant (treated) lumber, paint exposed wood surface with opaque black stain, all metal fastners to be zinc coated galvanized.



MAIL BOX EXHIBIT

Olentangy Falls East – Residential Design Guidelines

Cedar Craft Products, Inc.

P. O. Box 9

776 Reynoldsburg – New Albany Road

Blacklick, Ohio 43004

Ph. (614) 759-1600 Fax. (614) 759-1418

www.cedar-craft.com



Olentangy Falls East

Code # OFEHWF2RA

Jumbo #2 black metal mailbox on a 6X6 cedar post RVB. Stained with Forest Black stain. 4" reflective nail on house numbers will be attached to both sides of the post arm. Installation is included.

EXHIBIT C

To the Declaration of Covenants, Easements, Restrictions and Assessment Liens

OLENTANGY FALLS EAST HOMEOWNERS ASSOCIATION, INC.

An Ohio not-for-profit corporation

CODE OF REGULATIONS

Article I - Organization Name, Program Area and Executive Board

Section I - Organization Name

The name of the organization shall be Olentangy Falls East Homeowners Association, Inc. (the "Association").

Section II - Program Area

The organization's program area to be served is Olentangy Falls East Subdivision, in the Township of Liberty, Delaware County, Ohio.

Section III - Executive Board

The organization will be represented by a smaller body to act as their official representatives. This body shall consist of the President, Secretary, and Treasurer. This body shall be referred to as the Executive Board.

Responsibilities of the Executive Board shall include:

A. To develop agendas and action plans for the Board of Directors.

B. To provide guidance between Board meetings to the organization's management, as needed.

Article II - Mission

The mission of the organization is as follows:

A. To promote the welfare of the residents of Olentangy Falls East Subdivision, and to engage in activities, civil and social, which will result in the accomplishment of said purpose; to provide for the maintenance and repairs of common areas within Olentangy Falls East Subdivision and to divide and assess the cost of such maintenance and repairs, real estate taxes and insurance among homeowners within Olentangy Falls East Subdivision; and to do such other things as may be required by law or by the recorded plats and residential restrictions of Olentangy Falls East Subdivision, as recorded in the Delaware County, Ohio Recorder's Office, and as may be amended; and

B. To have and exercise all rights and powers which are conferred on nonprofit corporations or which may hereafter be conferred by the laws of the State of Ohio, including the power to contract, rent, buy, lease or sell personal or real property; provided, that this corporation shall not, except to an insubstantial degree, if at all, engage in any activities, or exercise any powers, that are not in furtherance of the primary purposes of this corporation.

Notwithstanding any other provisions of these Articles, the corporation shall not conduct or carry on any activities not to be conducted or carried on by an organization qualifying under Section 528 of the Internal Revenue Code and the Regulations promulgated thereunder as they now exist or as they may hereafter be amended.

Article III - Members

Members of the corporation shall consist of the owners of the individual lots in Olentangy Falls East Subdivision, as the same are numbered and delineated on the recorded plats thereof of record with the Delaware County, Ohio Recorder's Office. For purposes of conducting the business of the corporation, each lot shall have one vote. In the case of two-family dwellings, each side shall be deemed to be a separate lot. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CODE OF REGULATIONS, ALL VOTING POWER OF THIS ASSOCIATION SHALL BE EXERCISED BY THE DECLARANT, AS DEFINED IN ANY DECLARATION OF RESTRICTIONS FOR OLENTANGY FALLS EAST SUBDIVISION, UNTIL SUCH TIME AS DECLARANT VOLUNTARILY RELINQUISHES SUCH VOTING CONTROL (THE "TURNOVER DATE").**

Article IV - Services to Members

The organization will provide the following services to its members:

Own and maintain all open space/reserve areas, as delineated on the recorded plats of Olentangy Falls East Subdivision of record in the Delaware County, Ohio Recorder's Office.

Repair and maintain common areas within, and the appurtenant improvements thereto, Olentangy Falls East Subdivision, as delineated on the recorded plats of Olentangy Falls East Subdivision of record in the Delaware County, Ohio Recorder's Office.

Comply with all requirements included in said recorded plats and restrictions, as recorded with the Delaware County, Ohio Recorder's Office, for Olentangy Falls East Subdivision.

The organization shall (a) own in fee simple the parcels as designated and delineated on the recorded plats to be owned/dedicated to the organization, (b) maintain, including mowing and landscaping, the parcels and open spaces owned by the organization, (c) pay all real estate taxes, assessments and the like pertaining to the parcels, (d) install and maintain signs as described in the recorded plats and declarations or as deemed necessary in and around the parcels, (e) establish rules and regulations pertaining to the use of the parcels, (f) construct, repair, reconstruct and maintain entry monument signs and adjacent landscaping, fencing and sprinkler system within said parcels, (g) construct, repair, reconstruct and maintain such parcel or improvements thereto, (h) adopt, annually, an estimated budget for revenues and expenses, including reserves in an amount adequate to repair and replace any major capital items, all in the normal course of operations, (i) collect assessments for the common expenses, as budgeted, including reserves, (j) engage any third party deemed necessary and appropriate to conduct its business, including but not limited to, mangers, managing agents, attorneys, and accountants, and (k) take such other action as deemed necessary by the organization in the best interest of the Olentangy Falls East Subdivision, as required by the recorded plats and declarations, and as required by law, all as may be amended from time to time.

Coordinate, on matters of common concern, the collective representation of the homeowners of Olentangy Falls East Subdivision.

Article V - Meetings of the Organization

Section I - Bi-Monthly Meeting

The bi-monthly meeting of the organization shall be held in at such time and place as designated by the Board of Directors. A notice of such meeting shall be mailed to all members, at least one month in advance.

Section II - Special Meetings

Special meetings of the organization may be held at the request of the Board of Directors or at the request of fifty percent (50%) of the members. Notice of such meetings shall be mailed at least ten (10) days in advance.

Article VI - Board of Directors

Section I - Board of Directors

The Board of Directors shall be comprised of a minimum of three (3) individuals competent to direct its efficient operation, who are members of the organization. The members by a majority vote may increase the number of Directors to serve. After the initial Board of Directors is in place, upon the expiration of a Director's term or their resignation, a replacement will be voted into office by the members in attendance at the next Directors' meeting. Directors will be appointed for one year terms and may serve an unlimited number of terms. To start a rotation of terms, a lottery or drawing can be conducted for the Board of Directors to serve for more than one year. Directors shall not receive compensation for their services as Directors.

Section II - Directors Meetings and Quorum

Meetings will be held bi-monthly. Two-thirds of the Board of Directors shall constitute a quorum.

Section III – Power and Authority of the Board of Directors

The Board of Directors shall

A. Establish the rules, objectives and long-range plans for the organization.

B. Establish policies to govern the organization.

C. Evaluate the performance and progress of the organization in meeting its mission and objectives.

D. Take the following actions on behalf of the organization:

i. Hire and/or fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the common elements, as defined by O.R.C. Section 5312.01(C), as may be amended from time to time, and the organization.

ii. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the organization, the board of directors, or the common elements, or that involves two or more members and relates to matters affecting the common elements.

iii. Enter into contracts and incur liabilities relating to the operation of the common elements.

iv. Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements.

v. Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides.

vi. Acquire, encumber, and convey or otherwise transfer real and personal property.

vii. Hold in the name of the organization real and personal property.

viii. Grant easements, leases, licenses, and concessions through or over the common elements.

ix. Levy and collect fees or other charges for the use, maintenance, or operation of the common elements or for services provided to members.

x. Levy the charges and assessments, including (i) interest and charges for the late payment of assessments; (ii) returned check charges; (iii) enforcement assessments for violations of the declaration, the bylaws, and the rules of the organization; and (iv) charges for damage to the common elements or other property.

xi. Adopt and amend rules to regulate the collection of delinquent assessments and the application of payments of delinquent assessments.

xii. Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments.

xiii. Authorize entry to any portion of the common elements to designated individuals when conditions exist that involve an imminent risk of damage or harm to the common elements, or to the health or safety of residents.

xiv. Purchase and maintain (i) fidelity and indemnity insurance for the Board of Directors and the organization's management, (ii) property insurance, and (iii) liability insurance.

xv. Exercise such powers that are (i) conferred by the declaration or bylaws; (ii) necessary to incorporate the organization as a nonprofit corporation; (iii) permitted to be exercised in this state by a nonprofit corporation; and/or (iv) necessary and proper for the governance and operation of the organization in conformance with Ohio law.

Section III - Officers and Tenure

The Board of Directors shall elect the following officers for one year terms: President, Secretary, Treasurer, and such other officers as designated by the Directors.

Section IV - Duties of Officers

A. President - to preside at all the Board of Directors meetings and to see that the authorized business of the association is carried to completion.

B. Secretary - to keep the minutes of all meetings, carry on official correspondence,

C. Treasurer - to collect all dues, pay authorized bills, present the bills for audit prior to the annual meeting each year and conduct such other business as shall be delegated to him/her; to maintain the financial records of the organization; to prepare financial reports and present them to the Board of Directors at least annually; to protect the organization's tax exempt status by insuring the organization's compliance with all government and granting authority requirements.

Section V - Election

Officers shall be elected and installed at the Directors' meeting following the December meeting of the organization.

Section VI – Removal of Directors or Officers

In the event of fraud, bad faith, gross negligence, or willful misconduct by any director or officer, a special meeting shall be called for the purpose to discuss and vote for the removal said individual. Said individual shall be given written notice, at least ten (10) days in advance, of the date, time, location and purpose of the meeting. By a vote of a majority of the members in attendance, the organization may remove the director or officer.

Section VII - Vacancy

The Board of Directors shall make appointments to fill vacancies created by the unexpired term(s) of either officers or directors.

Section VIII - Indemnification

The Board of Directors shall be indemnified by the organization against liabilities imposed upon them and expenses reasonably incurred by them in connection with any claim against them, or any action, suit or proceeding to which they may be a party by reason of their being a director. No director is indemnified (a) with respect to matters for which they shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty, (b) with respect to any matters which shall be settled by the payment of sums which independent counsel selected by the member(s) shall not deem reasonable payment made primarily with a view to avoiding expense of litigation, or (c) with respect to matters for which such indemnification would be against public policy.

Section IX - Duties of Management

If the organization retains a manager or a management agent, the duties shall be as determined by the Board of Directors and may include:

A. To supervise and coordinate the business activities of the organization including human and financial resources.

B. To manage the day-to-day operations of the organization.

C. To provide reports for use by the Board of Directors and Executive Board on the performance and progress of the organization.

Section X - Committees

Committees shall be appointed by the Executive Board, as needed, to work on specific programs, events, etc., for a specified period of time.

Article VII - Order of Business

Section I - Parliamentary Law

All meetings will be governed by Roberts' Rules of Order.

Section II - Agenda

The order of business at all meetings shall be as follows:

1. Roll Call
2. Report of Minutes of preceding meeting
3. Reports of officers and management

4. Reports of standing committees
5. Report of special committees
6. Old Business
7. New Business
8. Miscellaneous

Article VIII - Financial Procedures

Section I - Fiscal Year

The fiscal year of the organization for accounting and tax purposes shall be January 1st to December 31st.

Section II - Authority to Receive Funds

The organization may accept, receive, and expend funds, grants and services from the federal government or its agencies, from departments, agencies and instrumentalities of state or local government, civic sources, private individuals, groups and foundations. It may contract with respect thereto and will provide such information and reports as may be necessary to secure such financial aid.

Section III - Deposits

All funds shall be deposited in a bank selected by the Board of Directors for disbursement.

Section IV - Approvals

All expenditures or disbursements by the organization must be in conformance with the approved annual budget or as approved by the Board of Directors.

Section V - Audit

The Executive Board shall provide for an annual audit at the end of each calendar year to confirm the authorized disbursement of and receipt of funds and shall provide for any other audits required by law.

Section VI - Official Filings

The Executive Board shall ensure that all requirements shall be met which are necessary to establish and maintain the status of the corporation as (i) a homeowners association as defined and required by Section 528 of the Internal Revenue Code and the Regulations promulgated, as they now exist or as they may be amended and (ii) an Ohio not for profit corporation as required by the Ohio Revised Code. Such requirements shall include, but are not limited to, those informational documents to be filed periodically with the State of Ohio and the Internal Revenue Service.

Article IX - Books and Records

There shall be kept at the office of the organization complete and correct books and records of accounts, with specific details of receipts and expenditures of the activities and transactions of the organization, and a detail record of assessments, charges, fees and other costs/expenses collected from each member. The minute book shall contain a copy of the articles of incorporation, these regulations, all minutes of the Board and organization meetings, and record of the names, addresses, lot numbers and tax parcel numbers of each member.

Article X - Amendment Procedures

These regulations may be amended annually through the following procedures:

A motion for amendment of the by-laws may be made or seconded at any regular meeting of the Board of Directors. If the motion is approved, the Secretary shall thereafter, but not less than ten (10) days prior to the next monthly or special meeting, forward to each member of the Board of Directors a copy of such proposed amendment together with a notice that it will be the subject of action at the next meeting. Such amendment, when presented and considered, shall be deemed adopted upon two-thirds (2/3) vote of the members at the next meeting. Voting by absentee balloting will be permitted. No amendment of the code of regulations shall be effective until properly filed with the Recorder's Office, Delaware County, Ohio.

Article XI - Dissolution

Under the dissolution of the corporation, the Board of Directors thereof shall, after paying, or making provision for the payment of, all liabilities of the corporation, dispose of all the assets of the corporation exclusively for the primary purposes of the corporation in such manner, or to such organization or organizations organized as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the majority vote of the members present at a special meeting called for such purpose.