Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

DEED OF RESTRICTIONS

Rockdel Partnership, A General Partnership of Franklin County, Ohio, for valuable consideration paid, grants with general warranty covenants, to Robert H. Albert, Trustee ("Grantee"), the following real estate situated in The City of Delaware in Delaware County, Ohio:

APPROVED FOR TRANSFER FRED L STULTS Delaware County Engineer

Being Lots Nos. 6058 through 6092, inclusive, The Ravines at Stratford Section 1 as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slides 410, 410 A, 410 B, 410 C.

Pursuant to a general plan for the protection, benefit and the mutual advantage of all real estate comprising The Ravines at Stratford ("the subdivision"), and all of the persons who may now or hereafter become owners ("owner(s)") of any of said lots or parts thereof, and The Ravines at Stratford Homeowners Association, Inc. ("Homeowners Association"), an Ohio corporation not for profit, and as a part of the consideration for this conveyance, Grantor executes and delivers this deed of conveyance, and Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easement rights, uses and provisions, hereinafter referred to as "restrictions", which are for the mutual benefit and protection of and shall be enforceable by all and any of the present and future owners of said lots described above, and/or the Homeowners Association, their successors and assigns; and Grantee, for himself and his successors and assigns, covenants and agrees to keep and perform each of said restrictions as hereinafter set out, and fully and punctually to observe, comply with, and perform and carry out the same.

ARTICLE I

PROTECTIVE COVENANTS AND RESTRICTIONS

1. LAND USE: All lots or combinations or parts thereof shall be used exclusively for residence purposes only and not for any business or trade. However, the sale of a lot or a house by any owner shall not be considered to be a commercial activity as defined herein. No building shall be constructed, altered, placed or permitted to remain on any of the lots, other than one (1) detached single family dwelling, not to exceed two (2)

I hereby certify that the within name grantor-~~grantee~~ has complied with Section 1777.02 of the Ohio Revised Code
Kay E. Jenkins, Recorder
Delaware County, Ohio
By April Roads Deputy

Delaware County
The Grantor has complied with Section 319.202 of the R.C.
Date 10-14-94 Transfer Tax Paid None
~~TRANSFERRED OR~~ TRANSFER NOT NECESSARY
Jon M. Peterson, Auditor By D Seasel

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other than one (1) detached single family dwelling, not to exceed two (2) stories in height, and a private garage for not less than two vehicles.

2. PLAN APPROVAL - STRUCTURE REQUIREMENTS: (a) For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within the subdivision, each owner of a lot shall be required to submit to Grantor, two (2) sets of complete building and site plans with specifications, for the buildings and landscaping intended to be constructed thereon, not less than thirty (30) full business days prior to the commencement of work of any kind. Said building and site plans with specifications shall set forth the general arrangement of the interior and exterior of the structure, including the color and the texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements, such a decorative walls, chimneys, driveways and walkways, and detailing the location of the structure on the lot including setbacks, driveway locations, garage openings, exterior landscape lighting, orientation of the structure to the topography and conformance with the grading and drainage plan. Prior to final approval, a landscape plan with types, size, and location must be submitted and approved.

(b) Each owner covenants that no excavation shall be made, no structures shall be constructed and no materials shall be stored upon any lot until Grantor has approved said plans and specifications, in writing. If Grantor fails, within thirty (30) days after receipt of said plans and specifications, to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received. Grantor reserves the right, at its option to repurchase any lot at the original purchase price thereof as evidenced by the closing statement executed at the time of purchase of said lot, if satisfactory plans and specifications for construction for a residence and improvements as aforesaid are not received and approved by Grantor within sixty (60) days following conveyance of title to the owner, or such extension of time as Grantor may, at its sole option, grant.

(c) Grantor may require submission of samples of materials to be used in the construction of said residence and improvements. Each owner further acknowledges that Grantor shall not be responsible or liable to the owner of a lot desiring to have plans and specifications approved, or to any other owners of lots in the subdivision, by reason of the exercise of Grantor's judgment in approving or disapproving plans submitted to it, nor shall it be liable for any expenses entailed to any owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

3. EXTERIOR ELEVATIONS: The individual exterior elevations of each house shall be finished and compatible with each other. Exterior materials shall be finished with only wood, stone, brick, stucco or a combination of these materials. No aluminum or vinyl siding on any exterior surface is permitted. These materials shall be finished in earthtone colors. No exposed block shall be permitted as a part of any elevation. No mansard roofs are permitted. Generally, gable, hip, and shed roofs with combinations are permitted. Roof colors shall be dark tones red, brown, black, or gray. Current design review guidelines are to be used for review and approval.

4. NO BUILD ZONES: "No Build Zones" are hereby established in the rear of all lots as follows: As to Lots 6058 to 6075, inclusive, the "No Build Zone" will include that part of the lot which is within an area formed by the extension of a line across the width of each lot, parallel with the rear lot line, 50 feet beyond the rear most part of the house built upon the lot, to the rear lot line; as to Lots 6076 to 6092, inclusive, the "No Build Zone" will be the rear most 25 feet of each lot. The "No Build Zones" are for the purpose of retaining trees in their natural setting. No structures, fences or buildings are permitted in the "No Build Zones". Areas used in connection with the construction, operation and maintenance of utility lines and utility structures are exempt from "No Build Zones" requirements.

5. SITE WORK: No tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications are first approved in writing by Grantor in accordance herewith or until such time as the Homeowners Association and the Design Control Committee, as provided for under Article II, are formed and assume such responsibility as provided for herein. However, Grantor may perform any work upon the lots or do any

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excavation, construction, site work or tree removal for the purpose of improving lots, including, but not limited to, the construction of utility services and other work deemed necessary or appropriate by a developer in completing the preparation of the subdivision for sale of single family lots.

6. EASEMENTS: Easements for installation and maintenance of utilities, drainage facilities and overlot drainage, including the pond area, are reserved over, under and through all areas designated "easements" as shown on the recorded plat and other instruments of record. Within the limits of these easements, the grade specified on the master grading plan must be complied with and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In the event of a dispute as to compliance or non-compliance with the master grading plan for the subdivision the decision of the City of Delaware shall be final.

7. FLOOR AREA: No dwelling shall be constructed on any lot unless the floor area of the main structure, exclusive of open porches and garages, is a minimum as follows: 1800 sq. ft. two story dwelling, 1700 sq. ft. ranch and 1 1/2 story dwelling, No bi levels permitted.

8. EXTERIOR COMPLETION: Exterior construction of all buildings shall be completed not later than ten (10) months after excavation has begun, all in accordance with the approved plans and specifications, and landscaping shall be completed within six (6) months after completion of the exterior construction.

9. SET BACK AREAS: No building shall be located on any lot nearer to the side street lines than the minimum building setback lines shown on the recorded plat. For purposes of this covenant, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any part of the building on a lot to encroach upon any other lot. No portion of any lot between the building setback lines and the street shall be used for any purposes other than that of a lawn. No unsightly growths or unsightly objects shall be

allowed to be placed or permitted to remain anywhere within such areas of the lots. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

11. DRIVEWAYS: Driveways shall be constructed and completed with the residence and shall be of concrete materials in compliance with zoning regulations. All street curbs to be cut with concrete saw for drive openings.

12. TREE REQUIREMENT: A minimum of two (2) trees, at least two and a half (2-1/2) inches in diameter as measured six (6) inches above normal ground planting level, shall be planted on each lot, on each street frontage (4 trees on a corner lot) between the street and the front building line of the house, in conjunction with the construction of the house on said lot. The location and species of such trees shall be shown on the plot plan at the time such plans are submitted for approval as provided in Section 2 of Article I. Said trees shall be planted within six months of completion of construction of the house.

13. TEMPORARY STRUCTURES/OUTBUILDINGS: No structure of a temporary character such as trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used at any time as a residence, either temporarily or permanently, except during the original construction. No trucks, commercial vehicles or trailers shall be parked or stored in the subdivision. Attractive, non-metal yard storage buildings for gardening use are permitted upon approval of Grantor, in accordance with the current design guidelines or upon the approval of the Design Control Committee as provided under section 2 of Article II.

14. DEVELOPMENT AND SALES ACTIVITIES: Notwithstanding any provisions of the restrictions, Grantor or its successors or assigns, may perform activities within the subdivision of any nature for the completion of the subdivision and the showing of lots in the subdivision. Grantor may maintain temporary development and sales locations and offices, whether trailers or other structures. In any event, the use of such development and sales locations and offices shall terminate thirty (30) days after the sale of the last lot.

15. SIGNS: No billboard, sign or advertising device, other than one advertising professional services, or a "For Sale" or a "For Rent" sign,

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shall be erected, placed or allowed to remain on any of the lots or reserve areas. Such signs may not exceed three square feet in size. Contractors' signs announcing the names of the contractors participating in the improvement of the premises may be displayed upon the lots, but these shall not exceed six square feet. Contractors' signs shall not be located closer to the street than ten (10) feet in front of the building setback line shown on the recorded plat. Temporary signs which are displayed for less than forty-eight (48) hours and not redisplayed at least for one month may be displayed subject to size and location restrictions described above.

16. EXCAVATIONS: The finished grade of any lot or lots or parts thereof shall comply with the finished grading and drainage plan as set out in the master plan of the subdivision subject to modification by the Delaware Public Service Director and in no way permit deviation from the requirements of the approved subdivision grading plan. The approved grading plan is binding on all lots in the subdivision. Erosion and its effects in respect to lots are not the responsibility of Grantor.

17. BUILDER APPROVAL: All general contractors and builders must be approved in writing by Grantor before the start of construction.

18. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bread or kept on any lot or parts thereof, except that dogs, cats or other domestic household pets may be kept in reasonable numbers so as not to cause a nuisance or disturbance to others, provided that they are not kept, bred or maintained for any commercial purposes, and that they are not permitted to run loose. No dog runs or kennels are permitted.

19. MAINTENANCE: No lot, lots, or parts thereof shall be used or maintained for the dumping or storage of rubbish, trash, garbage, brush or other waste materials, all of which shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of all such materials shall be kept in a clean and sanitary condition. There shall be no dumping or dirt storage on any lots.

20. SATELLITE DISHES OR RADIO/TV ANTENNAS: No satellite dishes shall be used or erected, either temporarily or permanently, on any lot, which exceed twenty-four (24) inches in diameter, none of which shall be placed in the front or along the sides of any house. No radio or TV antennas shall be used or erected, either temporarily or permanently.

21. CLOTHES LINES AND HANGING DEVICES: Clothes, diapers, towels, bedding, rugs, draperies or other similar articles may not be hung out.

22. EXTERIOR DISPLAYS: Nothing shall be caused or permitted to be hung, displayed, or stored on the outside of windows, including window air conditioners, or placed on the outside walls of a building or displayed on the patios, or otherwise outside of the residence, and no sign, awning, canopy, shutter or any other device or ornament or object shall be affixed to or placed upon the exterior walls, roof, or exterior patio walls that has a deleterious effect upon any other lot except for model homes sales activities.

23. PARKING: Overnight parking on the paved portion of the streets or roadways is prohibited and parking on the grass shoulders alongside of the streets and roadways is prohibited at all times. No truck, trailer, boat, camper, recreational vehicle, commercial vehicle or inoperative vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed forty-eight (48) hours in any period of thirty (30) days.

24. RESERVES: Within reserve area A and landscape entrances, no fill, buildings, or regrading is permitted. These areas shall be kept in the natural state and no structures shall be erected or maintained

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thereon. Such reserves shall be open areas containing only landscaping, entrance features, and necessary utilities. Maintenance of the reserve is the responsibility of the Homeowners Association.

ARTICLE II

RAVINES AT STRATFORD HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION: The Ravines at Stratford Homeowners Association ("Homeowners Association") has been formed for the purpose of providing for matters of concern to the owners of lots in the subdivision. The membership of the Homeowners Association shall be comprised of the record owners of lots in the subdivision who shall each have one vote for each lot, on all matters requiring a vote as set forth herein or in the articles of incorporation, or by-laws of the Homeowners Association. Grantor shall be a member of the Homeowners Association so long as it owns one or more of said lots. Upon transfer of 75% of the lots, the association shall obtain control and assume responsibility for entry or other common maintenance not done by the City of Delaware. The actions of the Homeowners Association shall be made by the votes of a simple majority of the votes of the lot owners. Joint, common or other multiple ownership of any of the lots shall not entitle the owners thereof to more than the number of votes which would be authorized if said lot were held in one name.

2. DESIGN CONTROL COMMITTEE: The Homeowners Association shall establish a Design Control Committee ("Committee") for the purposes of establishing, maintaining and preserving specific architectural guidelines and standards to carry out the intent of these restrictions with respect to all or any portion of the lots or buildings in the subdivision, and enforcing the applicable provisions of these restrictions. The Committee shall exercise its best judgment to see that all improvements in the subdivision conform to these restrictions. The actions of the Committee, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties. The committe shall have no authority as to original plan approval on each and every lot as provided in Article I Section 2.

No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the subdivision from its theretofore natural or improved state shall be commenced or continued until the same shall have first been approved in writing by the Committee. Approval shall be requested by submission to the Committee of plans and specifications, in duplicate, showing the following:

(a) Existing and proposed land contours and grades;

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

(c) Exterior lighting plans. No yard posts taller than 8 feet, mercury lights, barn yard lighting or area lighting shall be allowed. Architectural lighting on the house shall be compatible with building design;

(d) Walls, fencing and screening;

(e) Patios, decks, pools and porches;

(f) Samples of materials to be used to the extent requested by the Committee; and

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

Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the design standards and other structures in the subdivision, the effect of the location and use of improvements on neighboring properties, and conformity of the plans and specifications to the purposes and general intent of these restrictions.

If the Committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Committee either personally or by certified mail, it shall be presumed that the Committee has approved said plans and specifications.

Neither the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or failure to approve any plans. Every person and

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entity who submits plans to the Committee agrees, that by submission of such plans, he/she/it will not bring any action or suit against the committee or any of its members to recover any damages.

An owner of any lot in the subdivision shall cause any improvement to be completed in a workmanlike manner. Upon completion of any such improvement, the person or entity who completed the same may request in writing that the Committee issue a certificate certifying that said improvement is completed and is in compliance with all provisions of this Article II, which certificate shall be issued in a timely manner, and which certificate shall be conclusive evidence that said improvement is completed and in compliance with all provisions of this Article. The Committee may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made.

ARTICLE III

GENERAL PROVISIONS

1. VIOLATION OF COVENANTS: It shall be lawful for any owner of a lot in the subdivision or the Homeowner's association to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any of the covenants herein, either to prevent him/her/it from doing so or to recover damages. Failure by any party to enforce any covenant, restriction, or agreement herein shall in no event be deemed a waiver of the right to take such action for the violation or for any future violation. These restrictions shall be binding upon all and shall be enforceable by any of the present and future owners of the land in the subdivision.

2. TERM OF COVENANT AND RESTRICTIONS: The restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall be deemed as covenants and not as conditions hereof, shall run with the land and shall bind all lot owners, their successors, heirs, executors, administrators and assigns, for twenty-five (25) years from the date of the execution of this Deed. Said covenants shall automatically be extended for successive periods of ten (10) years unless terminated by a vote of two-thirds (2/3) of the then owners of the lots in the subdivision. In ascertaining the number of owners of two-thirds (2/3) of

the lots, persons having the power to convey the fee simple in a given lot, exclusive of dower, shall constitute a unit having a single vote.

3. INCORPORATION INTO DEED: The above covenants, reservations, and restrictions shall be incorporated by reference in every deed hereafter issued conveying any lot of the subdivision.

4. PARAGRAPH HEADINGS - GENDER NUMBER: The section and paragraph headings are intended for convenience only and are not intended to be a part of these restrictions or in any way to define, limit, describe the scope or intent of the particular section and paragraph to which they refer. All pronouns and all variations thereof, shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof, as the identity of the person or persons or as the situation may require.

5. EFFECT OF INVALIDATION: If any provision of these restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

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ARTICLE IV

ACCEPTANCE

By accepting a deed to any lot of the subdivision or part thereof, the Grantee accepts the same subject to the foregoing covenants and agrees for himself/herself/itself, his/her/its heirs, successors and assigns to be bound by each of such covenants.

Signed on October 11, 1994.

Signed and acknowledged
in the presence of:

Debra K. Reeves
Debra K. Reeves

Tonda K. Gonce
TONDA K. GONCE

ROCKDEL PARTNERSHIP
A GENERAL PARTNERSHIP

By: _____
Rockford Homes, Inc.
General Partner
Donald R. Wick
Vice President

State of Ohio
County of Franklin, ss:

The foregoing instrument was acknowledged before me on October 11, 1994, by Donald R. Wick, Vice President of Rockford Homes, Inc., A Partner of Rockdel Partnership, A General Partnership, for and on behalf of said partnership.

Debra K. Reeves
DEBRA K. REEVES
Notary Public, State of Ohio
My Commission Expires Dec. 19, 1998

NOTARIAL SEAL STATE OF OHIO

20859

DELAWARE COUNTY, OHIO
FILED FOR RECORD OCT 14 1994
10:14 O'CLOCK A M
RECORDED Oct 18 1994
Deed RECORD.
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Kay E. Conklin
COUNTY RECORDER
FEE $ 54.00

EJW

MAIL
KAGAY, ALBERT & DIEHL
ATTORNEYS AT LAW
P.O. BOX 23041
COLUMBUS, OHIO 43223-0041