Instr:199803230065861 03/23/1998
Pages:4 Fee:$24.00 12:17PM
Richard B. Metcalf T19980039905
Franklin County Recorder MLSHULER P

AMENDMENT TO DEED RESTRICTIONS
THE VILLAGE AT THORNAPPLE SECTION SIX

On January 16, 1992, THE PERRY LAND COMPANY, an Ohio Corporation ("Developer"), imposed by quit-claim deed (the "Deed"), certain assessments, covenants, conditions, restrictions and easements for The Village at Thornapple (the "Village") which deed is recorded at Official Record Volume 18340, Page G17 in the Office of the Recorder, Franklin County, Ohio.

On December 31, 1996, Developer conveyed the real property known as the Thornapple Section Six Property to CENTEX HOMES, a Nevada general partnership ("Centex") by Warranty Deed recorded at Official Record Volume 33977 Page J07 in the Office of the Recorder, Franklin County, Ohio.

On June 16, 1997, Centex certified and recorded that certain plat, recorded at Plat Book 87 page 17, in the office of the Recorder, Franklin County (the "Plat") which imposed building lines and other matters on the Thornapple Section Six Property.

On October 21, 1997, Developer transferred its right to expand the Village to Centex by instrument recorded at Official Record No. 199710270127258 in the Office of the Recorder, Franklin County, Ohio.

On October 21, 1997, Centex imposed by quit-claim deed, those certain assessments, covenants, conditions, restrictions, and easements on the Thornapple Section Six Property, which quit-claim deed (the "Section Six Deed") is recorded at Official Record No. 199710270127264 in the Office of the Recorder, Franklin County, Ohio.

WHEREAS, Pursuant to Article 19 of the Deed, Centex has the authority to unilaterally amend the Restrictions (as defined in the Deed) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage on any Lot (as defined in the Deed) or if necessary to correct errors; and

WHEREAS, Centex desires to amend the Restrictions to change the front building line of Lot 204 as the same is numbered and delineated on the Plat, from thirty feet (30') to allow the encroachment of the structure built on Lot 204 as depicted on Exhibit A attached hereto and made a part hereof (the "Lot 204 Encroachment"); and

WHEREAS, such amendment does not materially adversely affect the title to or value of any Lots.

NOW THEREFORE, based on the foregoing, the Restrictions are hereby amended as follows:

1. Paragraph 5.02, Fences is amended to allow the Lot 204 Encroachment despite the

1 CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
MAR 2 3 1998
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

prohibition against the use of any portion of any Lot nearer to the street than the building setback line(s) as shown on the Plat for purposes other than that of a lawn.

2. Paragraph 5.05, Setback is hereby amended to allow the Lot 204 Encroachment.

3. Except as herein specifically amended, all other assessments, covenants, conditions, restrictions and easements imposed by the Deed and the Section Six Deed shall remain in full force and effect.

4. Centex, as Owner of Lots 184-239, both inclusive, excluding therefrom Lots 187, 222 and 227, as the same are numbered and delineated on that certain plat, entitled THE VILLAGE OF THORNAPPLE SECTION SIX, recorded in Plat Book 87, page 17-18 of the Office of the Recorder, Franklin County, Ohio, which includes all of the Lots adjacent to Lot 204 and located on Denmoor Court (Lots 196-210, both inclusive), for its successors and assigns forever, hereby waives any right or claim, whatsoever arising from the Lot 204 Encroachment.

5. The amendments and waiver set forth herein are limited as written and shall not be deemed to be a consent, waiver or amendment with respect to other than the Lot 204 Encroachment.

[THIS DOCUMENT IS CONTINUED ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Joseph Mathias, Division President of Centex Real Estate Corporation, the Managing General Partner of Centex Homes has hereunto set his hand this 23rd day of March, 1998.

Signed and acknowledged
in the presence of:

CENTEX HOMES
By: Centex Real Estate Corporation
Managing General Partner

By: _____
Joseph Mathias, Division President

Print Name: TERRY E. ANDREWS

Print Name: STEPHEN C. WILEY

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 23rd day of March, 1998 by Joseph Mathias, Division President of Centex Real Estate Corporation, the Managing General Partner of Centex Homes.

[Seal] NOTARIAL SEAL STATE OF OHIO

STEPHEN C. WILEY, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Notary Public

THIS INSTRUMENT PREPARED BY:
Stephen C. Wiley
Attorney At Law
Shuler, Plank, Morgan & Brahm, LPA
326 South High Street, Suite 500
Columbus, Ohio 43215
614/228-4546

EXHIBIT A

HOY SURVEYING SERVICES, INC.

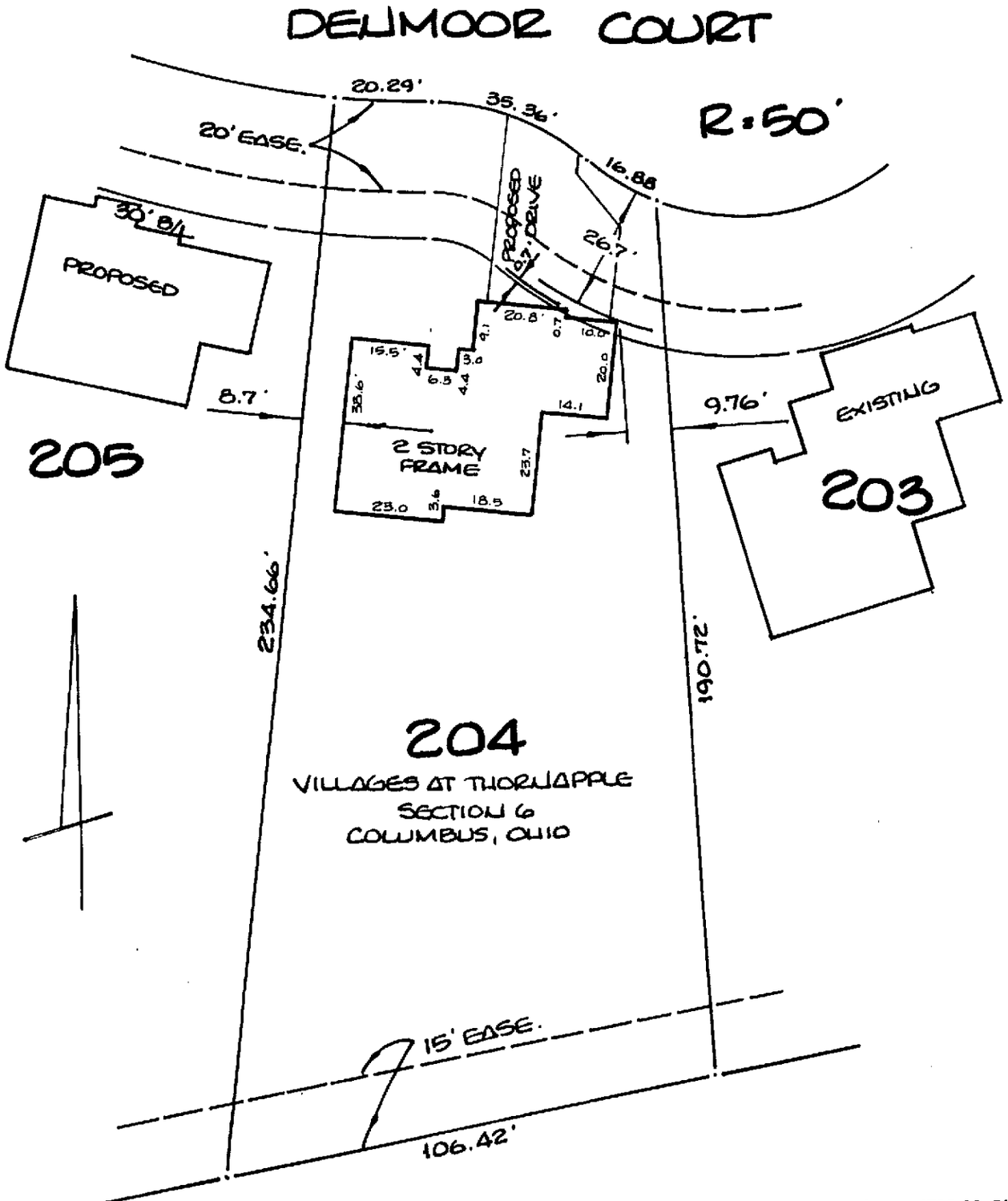
6040 CLEVELAND AVENUE COLUMBUS, OHIO 43231 PHONE 614-895-1922 FAX 614-895-1949

1991·98C
ORDER NO.

CERTIFIED TO CHICAGO TITLE N.W. COUNTY OF FRANKLIN

LENDER CTX MORTGAGE CO. P.B. 87 PG. 17 OR. _____ PG. _____

BUYER CARNEY DATE 3·18·98 SCALE 1" = 30 DRN JG CH _____



We hereby certify that the foregoing MORTGAGE LOCATION SURVEY was prepared in accordance with Chapter 4733-38, Ohio Administrative Code, and is not a boundary survey pursuant to Chapter 4733-37, Ohio Administrative Code. This plat is prepared for mortgage loan and title purposes only and is not to be construed as having been prepared for the owner or for the use of the owner for any purpose.

THIS PROPERTY IS LOCATED IN

FLOOD ZONE "X"

COMMUNITY PANEL 390049C

PAGE 0210G DATE 8-2-95

By _____
Registered Surveyor No.

STATE OF OHIO
STEVEN J. HOY
7313
REGISTERED SURVEYOR