

DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS



Doc ID: 001687410036 Type: OFF  
Recorded: 02/21/2006 at 12:29:27 PM  
Fee Amt: \$304.00 Page 1 of 36

FOR

CENTERBURG MEADOWS - Phase II

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 14<sup>th</sup> day of ~~October~~<sup>February</sup>, 2006 by QUILLIN PROPERTIES, LTD., an Ohio limited liability company, of Franklin County, Ohio (referred to herein as the "Developer").

The John Crow-W (JAW)

A. Developer and the others who have executed this Declaration, are the owners of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Developer desires to develop the Property into a residential subdivision ("Centerburg Meadows Phase II", or the "Subdivision"), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer or its successors in interest may deem it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of, the Subdivision; and

D. Developer, including the other Owners of Lots who have executed this instrument, declare that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"), the Developer, its successors and assigns, and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become

owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations and charges are hereby created, declared and established:

## GENERAL PROVISIONS

### I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of the Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer reserves the right at any time prior to the transfer of the last Lot (as defined hereinafter) owned by it at Centerburg Meadows Phase II, Section I, to create an association for the purpose of carrying out and performing certain obligations as described herein. The right so reserved by Developer creates no obligation on Developer's part to create such an association, if Developer determines in the exercise of its sole discretion, that the creation of such an association is not desirable. In the event Developer does not create an association prior to the time it transfers the last lot owned by it at Centerburg Meadows Phase II, Section I, an association may be formed thereafter by the agreement of a majority of the Owners. In recognition of the benefits which may result from a homeowners' association, and in further recognition of the detrimental impact which an improperly organized association may have on the Property, Developer establishes and declares that in the event an association is established, whether by Developer or by any Owners, the purpose of which is to own and/or maintain any portion of the Property on behalf of the various Owners of Lots in the Subdivision, said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such association's operations shall be deemed mere surplusage, and shall not affect the validity or enforceability of any other provision hereof.

### II. DEFINITIONS

A. "Annual Assessment" – amount to be paid to the Association by each Owner annually.

B. "Assessments" – collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" – the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the Owners of two (2) or more Lots in the Subdivision. If formed, the Association shall be named Centerburg Meadows Homeowners Association, Inc., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

D. "Association Documents" – the formative documents of the Association, consisting of articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" – the board of trustees or other management body of the Association.

F. "Common Expenses" – expenses incurred in maintaining the Common Property.

G. "Common Property" – Reserve "A", as designated and delineated on the subdivision plat and any retention pond thereon, and all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

H. "Developer" – QUILLIN PROPERTIES, LTD., an Ohio limited liability company, and any manager, general partner, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

I. "Improvements" – all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming poles and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

J. "Lot" – a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of owners of other Lots in the Subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed, the former Lots shall cease to be "Lots" for any and all purposes hereunder.

K. "Lot Assessment" – an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the owners or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

L. "Manager" – the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

M. "Member" – any person entitled to membership in the Association, as provided for in Article VI.

N. "Operating Fund" – the fund established pursuant to Article VIII.

O. "Owner" – the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

P. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Rules" – the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VII.

R. "Special Assessment" – an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

S. "State" – the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

T. "Turnover Date" – the date described in Article VIII, Paragraph C.

### III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

### DEVELOPMENT & USE RESTRICTIONS

#### IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests and invitees.

- A. Use of Lots.
  - 1. All of said Lots in the Subdivision shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot that would exceed two and one-half (2 ½) stories in height and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory

buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood fencing, an in-ground swimming pool, and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any Lot without the express written consent of Developer. The word "structure" as used herein includes any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to, fences, an above-ground swimming pool, barn, greenhouse, coop, cage, animal run, flag pole, house trailer or any other temporary or permanent improvement on such Lot.

2. The Developer shall act as an architectural review committee. For the purpose of maintaining specific architectural guidelines and standards for the development of all said Lots within the Subdivision, each Lot Owner shall be required to submit two (2) sets of complete building and site plans with specifications for the building(s) and structure(s) intended to be erected on a Lot to the Developer or its assignee, setting forth the general arrangements of the interior and exterior of the building and/or structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the location of the building and/or structure on the Lot including setbacks, driveway locations, garage openings, orientation of the building and/or structure to the topography and conformance with the grading and drainage plan. By way of illustration, and not of limitation, the plans and specifications for any residence to be erected in Centerburg Meadows shall provide for a minimum of three bedrooms and shall further provide for a 1300 square foot minimum living space in a ranch and 1500 square feet in a two story residence, exclusive of garages, basements, porches, and breezeways. There is also required a minimum of 25% stone or brick on the front elevation of the residence. Lot Owners covenant that no excavation shall be made, no building and/or structure shall be erected and no materials shall be stored upon a Lot by said Lot Owners or their agents, heirs, successors or assigns until the Developer shall have approved said plans and specifications in writing. If the Developer 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 the Developer disapproves said plans and specifications, the Lot Owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Developer within one (1) year following conveyance of title to said Lot Owner (or such extension of time as Developer may, at its sole option, extend), Developer reserves and each Lot Owner, by acceptance of a deed to a Lot, hereby acknowledges the right of Developer at its option, to repurchase the Lot at the original purchase price thereof as evidenced by the closing statement executed at the time of purchase.

Each Lot Owner, by his acceptance of a deed to a Lot, further acknowledges that in considering plans and specifications submitted, the Developer will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and acknowledges that the Developer may require submission of samples of materials

to be used in the construction of said single-family residence as a condition of the approval of said plans and specifications. Each Lot owner further acknowledges that the Developer shall not be responsible or liable to said Lot Owner or to any other owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses to any Lot Owner in the preparation, submission and, if necessary, resubmission of the proposed plans and specifications.

Each Lot Owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter a Lot from its condition when purchased shall be commenced until the plans and specifications shall first have been approved in writing by the Committee in accordance herewith.

3. No building shall be located on any Lot nearer to the front line or nearer to a side street line than the minimum building set-back lines shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setback lines, then the requirements hereof shall be so modified. No portion of any Lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No weed, underbrush or other unsightly growths shall be permitted to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State and the Rules.

C. Lot Split. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new Lot.

D. Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

E. Temporary Structure. No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of the Developer.

F. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer or any other builder from construction activities consistent with its residential construction practices.

G. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

H. Soil Removal. No soil shall be removed for any commercial purpose without the express written consent of the Developer.

I. Clothes Lines. No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes dryer or airing facilities shall be permitted.

J. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. A maximum of two (2) pets per household shall be permitted to be kept on any Lot.

K. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

L. Business. No industry, business, trade, occupation, profession or commercial activity of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

M. Hobbies. Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

N. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns, without the prior written approval of the Board. Any tank for the storage of fuel placed or maintained on any Lot shall be located below the surface of the ground or within the confines of the dwelling.

O. Hotel/Transient Uses; Leases. No Lot may be used for transient or hotel uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food or beverage, maid service, furnishing laundry and linen or similar services, or leases to roomer or boarders. All leases shall be in writing and shall be subject to this Declaration and the Rules.

P. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no buses, no campers and no mobile homes shall be parked or stored on any street in the Subdivision, or on any Lot in the Subdivision (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than twenty-one (21) feet; all vehicles that include any visible exterior or unenclosed storage of tools or materials (except no more than two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one-ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

No automobile or motor-driven vehicle shall be left upon or in front of a lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot.

Q. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view, and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

R. Antennae. No outside television or radio aerial or antenna, or other kind of antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street on which the dwelling fronts.

S. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

T. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

U. Street Trees. Developer may designate one (1) or more trees as deemed necessary by Developer along the street in front of each Lot. If Developer determines to designate street tree(s), then the Owners agree to install and maintain such uniform street trees. Each Owner shall care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree.

V. Mailbox. Developer may designate and require a curb side mailbox for each Lot with a design giving uniformity to the Subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of like kind, design, pattern and color as the initial mailbox.

W. Yard Light and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by Developer.

X. Fencing. Fences or walls are permitted only in accordance with the following requirements:

1. Fences or walls shall be constructed of vinyl, wood, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.
2. No fence or wall shall be constructed in excess of six (6) feet above finished grade.
3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.
4. Fences install by Developer or the Association within any common area or landscape or entry easement area shall not be subject to the provisions of this section, and Developer or the Association shall have the right to maintain and/or replace such fencing.

Y. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this section shall not be intended to prohibit the installation of a hot tub or sauna. In the even an in-ground pool is installed on a Lot and applicable government regulations require a fence of a height greater than provided for under paragraph X, above, then such higher fence shall be permitted notwithstanding any provision of said paragraph X to the contrary, provided such higher fence shall be subject to prior written approval of the Board as to design and location on the Lot. All other restrictions set forth in paragraph X, above, including, but not limited to, construction and construction material, setbacks and repair and maintenance shall extend to any fencing around in-ground pool areas.

Z. Sidewalks. Every Lot improved with a residence shall have installed concrete sidewalks with a width of four (4) feet. Sidewalks should match the setback from the curb of existing residences.

AA. Landscaping. All landscaping shall be installed no later than 180 days following completion of construction of the residence or actual occupancy of the residence, whichever occurs first.

BB. Hunting-Trapping-Weapons. No hunting, trapping, or discharging of any weapon, including but not limited to, any firearms, bb/pellet type guns and any type of archery equipment, shall be permitted to occur on any Lot or common area within the Subdivision.

CC. Compliance with Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and developmental plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such

obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

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

## V. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners including any Owners of Lots in Centerburg Meadows, Phase I) of enjoyment in, over and upon the Common Property (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties. All Common Property shall be seeded by the Developer and the sole responsibility for the maintenance thereof, including but not limited to watering, mowing, trimming, weeding, seeding, and lighting, shall be the Association's. Access to the Common Property shall be from Wild Flower Drive, as extended by future plat, and not through any Owners adjoining Lot without the express consent of that Lot Owner.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements impose no undue, unreasonable or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the Subdivision; (ii) all areas encumbered by general utility or specific storm drainage easements; and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and

perform grading and other construction activities deemed appropriate in the exercise Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any Improvements thereon, Developer shall be responsible for the restoration of such portions or Improvements at Developer's sole cost.

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel and all other similar persons, and to the local governmental authorities and the Association (but not the public in general) to enter upon the Common Property to perform their duties.

## HOMEOWNERS' ASSOCIATION

### VI. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in the Subdivision, such Owner agrees to and acknowledges being a Member of the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Trustees consisting of three (3) persons. Prior to the Turnover Date (as defined hereafter), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot in the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

### VII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all Improvements thereon, and shall keep it in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction,

extension and/or expansion of utilities and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictions, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days prior written notice.

G. Insurance.

i. The Association shall be required to obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

ii. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Article IX Paragraph D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

iii. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section VIII to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

## VIII. ASSESSMENTS

A. Operating Fund. The Board may establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property and Special Easement areas.

B. Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund – as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the date that Developer relinquishes its right to appoint members of the Board as set forth in the Association Documents (the "Turnover Date"), Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days, nor more than 60 days, in advance of the meeting. A quorum must be present at any such meeting.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

i. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.

ii. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

iii. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

iv. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

## IX. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property and Special Easement areas. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and other flora, structures, and Improvements situated upon the Common Property and Special Easement areas and all personal property used in connection with the operation of the Common Property and Special Easement areas.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property or Special Easement area. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property or Special Easement areas in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property or Special Easement areas by Owners, to prevent damage to or destruction of any part of the Common Property or Special Easement areas or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property or Special Easement Area by Owner or Occupant. If the Common Property or a Special Easement area is damaged by any Owner or occupant, his/her family, guests or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property or Special Easement area adjacent to such Lot.

## X. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, and their respective heirs, successors and assigns, against any person(s) violating or attempting to violate, any covenant or restriction, to restrain and/or enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Developer, the Association or any Owner to

enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments. Until the Turnover Date, (or, if no Association is formed, until such time as Developer no longer continues to own any Lots at the Property), Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of the United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

D. Developer's Right to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property, Special Easement area or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Developer to seek or obtain the approval of the Association or for any such activity or Improvement on any Common Property, Special Easement area or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

E. Developer's Right to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be

the subject of any amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

1. any proposed amendment of this Declaration;
2. any proposed termination of the Association; and
3. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee may be entitled.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by Owner.

(Signature page to follow)

IN WITNESS WHEREOF, the Developer and Owners of Lots as set forth below have caused the execution of this Declaration as of the date first above written.

DEVELOPER:

QUILLIN PROPERTIES, LTD.  
an Ohio limited liability Company

By: [Signature]

Its: President

(As to Lots 7, 9, 11, 12, 19, 20, 21, 22, 24, 25, 26, 27, 29, 30, 55, 56 & 57)

[Signature]  
BRYAN RATLIFF (Lot 3)

[Signature]  
LORRAINE WAGNER - RATLIFF

~~JEFFREY D. MITCHELL (Lot 58)~~

~~ELIZABETH B. MITCHELL (Lot 58)~~

LOT OWNERS:

QUILLIN HOMES, LIMITED  
an Ohio Limited Liability Company

By: [Signature]

Its: President

(As to Lots 2, 5, 8, 10, 28 & 31)

~~RINALDO PENNISI (Lot 6)~~

~~MARY ELLEN PENNISI (Lot 6)~~

~~JUSTIN MCKEE (Lot 1)~~

~~MEGAN MCKEE (Lot 1)~~

~~EDWARD J. MILLER (Lot 23)~~

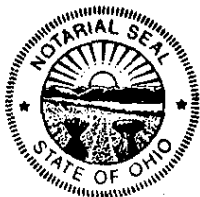
~~APRIL A. MILLER (Lot 23)~~

~~JEAN WINEBRENNER (Lot 4)~~

~~TIM WINEBRENNER (Lot 4)~~

STATE OF OHIO  
COUNTY OF Delaware :SS:

The foregoing instrument was acknowledged before me this 14 day of February, 2006, by Alston M. Quillin the member/president of QUILLIN PROPERTIES, LTD., an Ohio limited liability company, on behalf of the company.



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

[Signature]

Notary Public

STATE OF OHIO )  
COUNTY OF Delaware ) SS:

The foregoing instrument was acknowledged before me this 14 day of February, 2005 by Alston M Quillin the President of Quillin Homes Limited, an Ohio Limited Liability Company, on behalf of the corporation.



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

*[Handwritten Signature]*  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by RINALDO PENNISI and MARY ELLEN PENNISI.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JUSTIN McKEE and MEGAN McKEE.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by EDWARD J. MILLER and APRIL A. MILLER.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JEAN WINEBRENNER and TIM WINEBRENNER.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF Delaware, SS:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of November 2005  
2005, by BRYAN RATLIFF and LORRAINE WAGNER.



SUSAN S. MORRISON  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 4, 2009

Susan S. Morrison  
Notary Public

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2005, by JEFFREY D. MITCHELL and ELIZABETH B. MITCHELL.

\_\_\_\_\_  
Notary Public

This document prepared by:  
MAGNUSON & BARONE  
ATTORNEYS AT LAW  
570 POLARIS PARKWAY, SUITE 140  
WESTERVILLE, OH 43082

(Signature page to follow)

IN WITNESS WHEREOF, the Developer and Owners of Lots as set forth below have caused the execution of this Declaration as of the date first above written.

DEVELOPER:

QUILLIN PROPERTIES, LTD.  
an Ohio limited liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

(As to Lots \_\_\_\_\_)

~~BRYAN RATLIFF (Lot 3)~~

~~LORRAINE WAGNER~~

~~JEFFREY D. MITCHELL (Lot 58)~~

~~ELIZABETH B. MITCHELL (Lot 58)~~

LOT OWNERS:

QUILLIN HOMES, LIMITED  
an Ohio Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

(As to Lots \_\_\_\_\_)

  
RINALDO PENNISI (Lot 6)

  
MARY ELLEN PENNISI (Lot 6)

~~JUSTIN McKEE (Lot 1)~~

~~MEGAN McKEE (Lot 1)~~

~~EDWARD J. MILLER (Lot 23)~~

~~APRIL A. MILLER (Lot 23)~~

~~JEAN WINEBRENNER (Lot 4)~~

~~TIM WINEBRENNER (Lot 4)~~

STATE OF OHIO  
COUNTY OF \_\_\_\_\_ :SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of QUILLIN PROPERTIES, LTD., an Ohio limited liability company, on behalf of the company.

Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of Quillin Homes Limited, an Ohio Limited Liability Company, on behalf of the corporation.

\_\_\_\_\_  
Notary Public



STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 2nd day of February, 2006 by RENALDO PENNISI and MARY ELLEN PENNISI.

G. K. Traucht  
Notary Public  
G. K. TRAUCHT, NOTARY PUBLIC  
FRANKLIN COUNTY, STATE OF OHIO  
MY COMMISSION EXPIRES 1/9/09

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JUSTIN McKEE and MEGAN McKEE.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by EDWARD J. MILLER and APRIL A. MILLER.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JEAN WINEBRENNER and TIM WINEBRENNER.

\_\_\_\_\_  
Notary Public

(Signature page to follow)

IN WITNESS WHEREOF, the Developer and Owners of Lots as set forth below have caused the execution of this Declaration as of the date first above written.

DEVELOPER:

~~QUILLIN PROPERTIES, LTD.  
an Ohio limited liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_ )~~

~~\_\_\_\_\_  
BRYAN RATLIFF (Lot 3)~~

~~LORRAINE WAGNER~~

~~*Jeffrey D. Mitchell*  
JEFFREY D. MITCHELL (Lot 58)~~

~~*Elizabeth B. Mitchell*  
ELIZABETH B. MITCHELL (Lot 58)~~

LOT OWNERS:

~~QUILLIN HOMES, LIMITED  
an Ohio Limited Liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_ )~~

~~\_\_\_\_\_  
RINALDO PENNISI (Lot 6)~~

~~\_\_\_\_\_  
MARY ELLEN PENNISI (Lot 6)~~

~~\_\_\_\_\_  
JUSTIN McKEE (Lot 1)~~

~~\_\_\_\_\_  
MEGAN McKEE (Lot 1)~~

~~\_\_\_\_\_  
EDWARD J. MILLER (Lot 23)~~

~~\_\_\_\_\_  
APRIL A. MILLER (Lot 23)~~

~~\_\_\_\_\_  
JEAN WINEBRENNER (Lot 4)~~

~~\_\_\_\_\_  
TIM WINEBRENNER (Lot 4)~~

STATE OF OHIO

COUNTY OF \_\_\_\_\_ :SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of QUILLIN PROPERTIES, LTD., an Ohio limited liability company, on behalf of the company.


STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by BRYAN RATLIFF and LORRAINE WAGNER.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF Franklin, SS:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2005, by ~~JEFFREY D. MITCHELL~~ and ELIZABETH B. MITCHELL.

A circular notary seal for Amy Wilson, Notary Public, State of Ohio. The seal contains the text "STATE OF OHIO" and "NOTARY PUBLIC" around the perimeter.  
Amy Wilson  
Notary Public

AMY WILSON  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 01-11-09

This document prepared by:  
MAGNUSON & BARONE  
ATTORNEYS AT LAW  
570 POLARIS PARKWAY, SUITE 140  
WESTERVILLE, OH 43082

STATE OF OHIO  
COUNTY OF KNOX

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2005,  
by Jeffrey D. Mitchell.



Edith B. Craig  
Notary Public-State of Ohio  
My Commission Expires  
July 18, 2007

*Edith B. Craig*  
\_\_\_\_\_  
Notary Public

(Signature page to follow)

IN WITNESS WHEREOF, the Developer and Owners of Lots as set forth below have caused the execution of this Declaration as of the date first above written.

DEVELOPER:

~~QUILLIN PROPERTIES, LTD.  
an Ohio limited liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_ )~~

~~BRYAN RATLIFF (Lot 3)~~

~~LORRAINE WAGNER~~

~~JEFFREY D. MITCHELL (Lot 58)~~

~~ELIZABETH B. MITCHELL (Lot 58)~~

LOT OWNERS:

~~QUILLIN HOMES, LIMITED  
an Ohio Limited Liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_ )~~

~~RINALDO PENNISI (Lot 6)~~

~~MARY ELLEN PENNISI (Lot 6)~~

~~JUSTIN McKEE (Lot 1)~~

~~MEGAN McKEE (Lot 1)~~

~~EDWARD J. MILLER (Lot 23)~~

~~APRIL A. MILLER (Lot 23)~~

~~*Jean Winebrenner*  
JEAN WINEBRENNER (Lot 4)~~

~~*Tim Winebrenner*  
TIM WINEBRENNER (Lot 4)~~

STATE OF OHIO  
COUNTY OF \_\_\_\_\_ :SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of QUILLIN PROPERTIES, LTD., an Ohio limited liability company, on behalf of the company.

Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of Quillin Homes Limited, an Ohio Limited Liability Company, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by RINALDO PENNISI and MARY ELLEN PENNISI.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JUSTIN McKEE and MEGAN McKEE.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by EDWARD J. MILLER and APRIL A. MILLER.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF Franklin, SS:

AARON M. McMAHON  
Notary Public, State of Ohio  
My Commission Expires July 17, 2010



The foregoing instrument was acknowledged before me this 24th day of November, 2005, by JEAN WINEBRENNER and TIM WINEBRENNER.

Aaron M. McMahon  
Notary Public

(Signature page to follow)

IN WITNESS WHEREOF, the Developer and Owners of Lots as set forth below have caused the execution of this Declaration as of the date first above written.

DEVELOPER:

~~QUILLIN PROPERTIES, LTD.  
an Ohio limited liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_)~~

~~BRYAN RATLIFF (Lot 3)~~

~~LORRAINE WAGNER~~

~~JEFFREY D. MITCHELL (Lot 58)~~

~~ELIZABETH B. MITCHELL (Lot 58)~~

LOT OWNERS:

~~QUILLIN HOMES, LIMITED  
an Ohio Limited Liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_)~~

~~RINALDO PENNISI (Lot 6)~~

~~MARY ELLEN PENNISI (Lot 6)~~

~~JUSTIN McKEE (Lot 1)~~

~~MEGAN McKEE (Lot 1)~~

~~EDWARD J. MILLER (Lot 23)~~

~~APRIL A. MILLER (Lot 23)~~

~~JEAN WINEBRENNER (Lot 4)~~

~~TIM WINEBRENNER (Lot 4)~~

STATE OF OHIO  
COUNTY OF \_\_\_\_\_ :SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of QUILLIN PROPERTIES, LTD., an Ohio limited liability company, on behalf of the company.

Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of Quillin Homes Limited, an Ohio Limited Liability Company, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

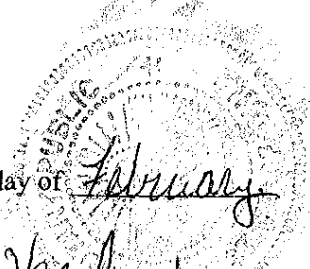
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by RINALDO PENNISI and MARY ELLEN PENNISI.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF Knox, SS:

<sup>2006</sup> The foregoing instrument was acknowledged before me this 7 day of February, 2005, by JUSTIN McKEE and MEGAN McKEE.

*Sherril Wheeler*  
Notary Public June 5th, 2008



STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by EDWARD J. MILLER and APRIL A. MILLER.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JEAN WINEBRENNER and TIM WINEBRENNER.

\_\_\_\_\_  
Notary Public

(Signature page to follow)

IN WITNESS WHEREOF, the Developer and Owners of Lots as set forth below have caused the execution of this Declaration as of the date first above written.

DEVELOPER:

~~QUILLIN PROPERTIES, LTD.  
an Ohio limited liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_)~~

~~BRYAN RATLIFF (Lot 3)~~

~~LORRAINE WAGNER~~

~~JEFFREY D. MITCHELL (Lot 58)~~

~~ELIZABETH B. MITCHELL (Lot 58)~~

LOT OWNERS:

~~QUILLIN HOMES, LIMITED  
an Ohio Limited Liability Company~~

~~By: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

~~(As to Lots \_\_\_\_\_)~~

~~RINALDO PENNISI (Lot 6)~~

~~MARY ELLEN PENNISI (Lot 6)~~

~~JUSTIN McKEE (Lot 1)~~

~~MEGAN McKEE (Lot 1)~~

~~EDWARD J. MILLER (Lot 23)~~

*April A. Miller 1/20/06*  
~~APRIL A. MILLER (Lot 23)~~

~~JEAN WINEBRENNER (Lot 4)~~

~~TIM WINEBRENNER (Lot 4)~~

STATE OF OHIO  
COUNTY OF \_\_\_\_\_ :SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of QUILLIN PROPERTIES, LTD., an Ohio limited liability company, on behalf of the company.

Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of Quillin Homes Limited, an Ohio Limited Liability Company, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by RINALDO PENNISI and MARY ELLEN PENNISI.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JUSTIN McKEE and MEGAN McKEE.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2006, by EDWARD MILLER and APRIL A. MILLER.



**JAMES M. PEARSALL**  
Notary Public, State of Ohio  
My Commission Expires 1/25/10

James M Pearsall  
Notary Public

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by JEAN WINEBRENNER and TIM WINEBRENNER.

\_\_\_\_\_  
Notary Public

EXHIBIT 'A'

Situated in the Village of Centerburg, County of Knox, and in the State of Ohio:

Being Lots Numbered One (1) through Twelve (12) inclusive, Nineteen (19) through Thirty-eight (38) inclusive, and Fifty-five (55) through Fifty-eight (58) inclusive in CENTERBURG MEADOWS PHASE II, SECTION I, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book C, Pages 22 and 23, Recorder's Office, Knox County, Ohio

DESCRIPTION  
APPROVED  
JIM HENRY  
KNOX COUNTY ENGINEER

TRANSFER NOT NECESSARY  
*Margaret Ann Rull*  
KNOX COUNTY AUDITOR

# CENTERBURG MEADOWS PHASE II, SECTION I

LOT 1, SECTION 4, TOWNSHIP 5, RANGE 15 &  
 LOT 36, SECTION 3, TOWNSHIP 5, RANGE 15  
 UNITED STATES MILITARY LANDS  
 VILLAGE OF CENTERBURG, KNOX COUNTY, OHIO

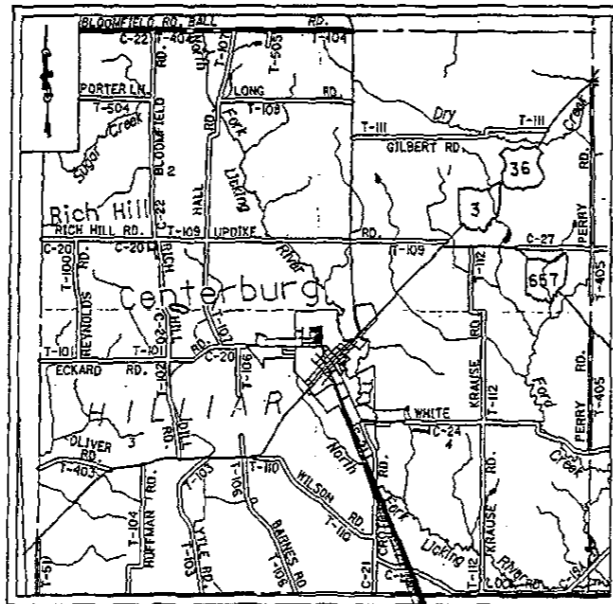
SITUATED IN THE STATE OF OHIO, KNOX COUNTY, VILLAGE OF CENTERBURG, LYING IN LOT 1, SECTION 4, TOWNSHIP 5, RANGE 15 AND LOT 36, SECTION 3, TOWNSHIP 5, RANGE 15, UNITED STATES MILITARY LANDS AND BEING A PART OF THAT 8.088 ACRE TRACT AS CONVEYED TO QUILLIN PROPERTIES, LTD. BY DEED OF RECORD IN DEED VOLUME 495, PAGE 19 AND PART OF THAT 32.750 ACRE TRACT AS CONVEYED TO QUILLIN PROPERTIES, LTD. BY DEED OF RECORD IN DEED VOLUME 488, PAGE 548, RECORDS OF THE RECORDER'S OFFICE, KNOX COUNTY, OHIO.

WE, THE UNDERSIGNED MAC QUILLIN DO HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS THEIR "CENTERBURG MEADOWS PHASE II, SECTION I", A SUBDIVISION OF LOTS 1 TO 12, 19 TO 38, AND 55 TO 58 INCLUSIVE, AND DO HEREBY ACCEPT THIS PLAT AND DEDICATE TO PUBLIC USE, ALL STREETS, ROADS, BOULEVARDS, CUL-DE-SACS, SHOWN HEREIN AND NOT HERETOFORE DEDICATED. EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR PUBLIC UTILITY PURPOSES ABOVE AND BENEATH THE SURFACE OF THE GROUND, IN WITNESS WHEREOF HAVE HEREUNTO SET THEIR HANDS THIS 25 DAY OF December, 2004

THE OWNER, OR HIS REPRESENTATIVE, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE VILLAGE, ALL STREETS, VILLAGE USES, EASEMENTS, PARKS AND REQUIRED UTILITIES SHOWN ON THE SUBDIVISION PLAT AND CONSTRUCTION PLANS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION DATED 12/25/04 AND RECORDED IN KNOX COUNTY, OHIO.

IN WITNESS WHEREOF THIS 25th DAY OF December, 2004.  
 \_\_\_\_\_  
 QUILLIN PROPERTIES, INC.  
 MAC QUILLIN  
 \_\_\_\_\_  
 LINDA S. MONTGOMERY  
 WITNESS  
 NOTARY PUBLIC: Rachelle B. Shackle

LOCATION MAP



APPROVALS

APPROVED THIS 28th DAY OF December, 2004

APPROVED THIS 28th DAY OF December, 2004

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004

CERTIFICATE OF RECORD

TRANSFERRED THIS 29 DAY OF Dec, 2004

FILED FOR RECORD THIS 29 DAY OF Dec, 2004 AT

RECORDED THIS 29 DAY OF Dec, 2001, IN PLAT E

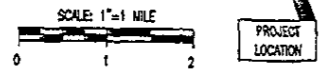
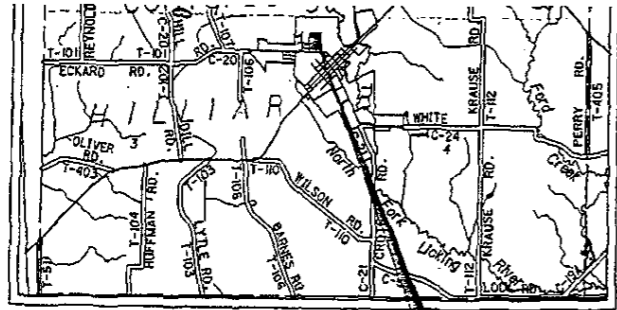
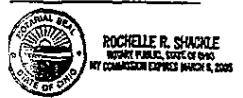


AGE, ALL STREETS, VILLAGE USES, EASEMENTS, PARKS SHOWN ON THE SUBMISSION PLAT AND CONSTRUCTION WITH AN IRREVOCABLE OFFER OF DEDICATION DATED ORDERED IN KNOX COUNTY, OHIO.

THIS 29th DAY OF December, 2004.

*Linda L. Montgomery*  
WITNESS

*Rochelle R. Shackle*



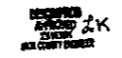
**OWNER / DEVELOPER**  
**QUILLIN PROPERTIES, LTD.**  
 MAC QUILLIN  
 632 GLACIER PASS  
 WESTERVILLE, OHIO 43081  
 (614) 890-6964

TRANSFERRED THIS 29 DAY OF Dec, 2004 *Margaret Ann Hill*  
 KNOX COUNTY AUDITOR

FILED FOR RECORD THIS 29 DAY OF Dec, 2004 AT 11:36 (AM-PM) FILE NO.

RECORDED THIS 29 DAY OF Dec, 2001, IN PLAT BOOK C, PAGE NUMBER 22-23

*John B. Hubinger*  
 KNOX COUNTY RECORDER



TRANSFERRED  
 2004 DEC 29 AM  
 11:36

DEC 29 2004

RECORDED  
 2004 DEC 29 AM  
 11:36

**CERTIFICATE**

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
 I HEREBY CERTIFY THAT THIS PLAT AND THE INFORMATION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE PLAT IS BASED ON AN ACTUAL FIELD SURVEY CONDUCTED BY ADR & ASSOCIATES IN FEBRUARY, 2001 UNDER THE DIRECTION OF JOHN X. CURRY, PROFESSIONAL SURVEYOR NUMBER S-7030.  
 ALL IRON PINS SET ARE 5/8" REBAR, 30 INCHES LONG WITH A YELLOW CAP STAMPED "ADR", UNLESS OTHERWISE INDICATED.



100 Dorchester Square  
 Westerville, OH 43081  
 (614) 891-8643 (ph)  
 (614) 891-8672 (fax)  
 ADR & Associates, Ltd.  
 www.adrcivil.com



*Robert J. Sands* 12/07/04  
 ROBERT J. SANDS, PS  
 PROFESSIONAL SURVEYOR NO. S-8053  
 DATE

THE "B" (AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER EFFECTIVE DATE: JANUARY 8, 1982) PER FEMA.



