

**LIMITED WARRANTY DEED**

WHEREAS, Timber Creek Development LLC, an Ohio Limited Liability Company, and the grantor herein intends to develop certain real property located in Liberty Township, Licking County, Ohio, which is hereinafter referred to as the "Development Area"; and

WHEREAS Timber Creek Property Owners' Association, an Ohio Non-Profit Corporation which is hereinafter referred to as the "Association" has been established for the purpose of owning, operating, improving, maintaining and administrating portions of the Development Area and the improvements located thereon and for the purpose of performing certain maintenance and repair with respect to the Common Areas, and Waterways constructed within the Development Area and Timber Creek Development LLC intends that the Association shall have the right to impose assessments for the costs thereof as liens upon certain portions of the Development Area; and

WHEREAS, said Timber Creek Development LLC intends to establish certain covenants, conditions and restrictions upon the use and development of the Development Area; and

WHEREAS, said Timber Creek Development LLC intends to establish and to reserve certain easements in, over and upon certain portions of the Development Area for the benefit of certain other portions of the Development Area,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Timber Creek Development LLC does hereby GRANT to Michael A. Dehlendorf, Trustee, the tax mailing address for which is 91 Hamilton Park, Columbus, Ohio 43203 with limited warranty covenants, the following described real property:

Situated in the State of Ohio, Licking County, Liberty Township, and being further described as follows:

Being Lots 1 through 28, both inclusive, and Reserves A, B, C, D, E, & F of Timber Creek as the same are numbered or lettered and delineated on the recorded plat thereof, of record in Plat Book 17, pages 6 ~~and~~ 10 in the Office of the Recorder of Licking County, Ohio.

Subject to the lien of real estate taxes and assessments not yet due and payable, zoning laws, legal highways and easements, covenants, conditions and restrictions of record; and together with or subject to, as the case may be, the easements, covenants, conditions and restrictions hereinafter set forth.

TRANSFERRED  
Date August 28 2001  
[Signature]  
Licking County Auditor

DESCRIPTION APPROVED TIM LOLLO LICKING COUNTY ENGINEER	
TAX MAP DRAWING NO <u>#6</u>	APPROVED BY <u>[Signature]</u>

SEC. 319.202 COMPLIED WITH  
J. TERRY EVANS, AUDITOR  
BY [Signature]

This deed is executed and delivered by said Timber Creek Development LLC and accepted by the said Michael A. Dehlendorf, Trustee on the express understanding and agreement that the real property hereby conveyed shall be and become a part of the "Property" (as hereinafter defined) and shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to the conditions, covenants, restrictions, easements and agreements hereinafter set forth which are imposed as a part of a general plan, shall be deemed to run with the land, shall be binding upon the said Michael A. Dehlendorf, Trustee, its successors and assigns, and inure to the benefit of said Timber Creek Development LLC, its successors and assigns, and the Association (as hereinafter defined), its successors and assigns, and each owner of a part or parts of the real property at any time constituting a part of the Property or any interest therein, and the Lot Owners of any additional Lots created upon the Development Area.

Parcel Nos. \_\_\_\_\_.

## ARTICLE I.            DEFINITIONS

Unless the context otherwise specifies or requires, the following terms shall have the meaning specified in this Article I:

Section 1.1    Accessory Structure. Any Structure which is not a Dwelling.

Section 1.2    Assessable Parcel. With respect to each Year, each Parcel which exists on January 1 of such Year, except (a) those Parcels the fee simple titles to which are owned by a governmental entity or agency on January 1 of such Year and which are then used solely for public purposes and (b) those Parcels the fee simple titles to which are owned by the Association on January 1 of such Year.

Section 1.3    Assessment. A charge imposed by the Association in accordance with Article V hereof.

Section 1.4    Association. Timber Creek Property Owners' Association, an Ohio non-profit corporation.

Section 1.5    Basement. That portion of the interior area of a Building having its floor area below Grade and more than half of its clear floor-to-ceiling height below Grade.

Section 1.6    Board. The Board of Trustees, Board of Directors or other governing body of the Association.

Section 1.7 Building. A structure having a roof supported by walls, columns or other means, designed or used for the shelter of individual(s), animals or chattels.

Section 1.8 Building Height. With respect to a Building, the vertical distance measured from the level of the Grade to (a) the highest point of the roof in the case of a flat roof; (b) the deck line of a mansard roof; or (c) a point half way between the underside of the eaves and the ridge of a gable, hip, or gambrel roof; provided, however, that chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Building Height. With respect to any other Structure, the vertical distance measured from the finished grade (excluding berming around the Structure) of the land nearest the portion of the Structure being measured to the highest point of such portion.

Section 1.9 Timber Creek Assessment. A charge imposed by the Association in accordance with the method set forth in Section 5.4 hereof.

Section 1.10 Timber Creek Budget. The budgeted amount for any Year computed in accordance with the method set forth in Sections 5.2 and 5.3 hereof.

Section 1.11 Timber Creek Plat. The recorded plat of Timber Creek of record in Plat Book 17, pages 6 and 10, in the Public Office.

Section 1.12 Commercial Vehicle. Any truck, automobile, station wagon or other vehicular equipment which (a) bears any sign identifying any commercial enterprise (other than the vehicle manufacturer or dealer), (b) is otherwise visually identified with any commercial enterprise or (c) is regularly used in any commercial enterprise.

Section 1.13 Committee. The Architectural Review Committee designated and described in Article VII hereof.

Section 1.14 Common Area. Those parts of the Property established as Common Area or Common Areas in accordance with Article III hereof.

Section 1.15 Design Standards. The architectural guidelines and standards from time to time established by the Committee pursuant to Article VII hereof.

Section 1.16 Developer. Timber Creek Development LLC, an Ohio Limited Liability Company, or any of the following upon said Timber Creek Development LLC's assigning its interest as "Developer" hereunder by a document of record filed in the Public Office: Michael A. Dehlendorf, Laura E. Dehlendorf, Michael B. Dehlendorf, Matthew C. Dehlendorf, or any entity wholly owned directly or indirectly by any one or all of the foregoing individuals.

Section 1.17 Development Area. As of any point in time, the Property, together with any real property which theretofore shall have been added to the Development Area in accordance with provisions of Article IX hereof.

Section 1.18 Dwelling. A residential Building which is designed for use exclusively as living quarters for one Family.

Section 1.19 Family. Any of the following, together with his or their domestic servants, maintaining a common household in a Dwelling: (a) one or more individuals each related to the other by blood, marriage or legal adoption; (b) one or more individuals each related to the other by blood, marriage or legal adoption, together with one individual not so related; or (c) a group of not more than three individuals none of which are so related.

Section 1.20 Front Lot Line. The boundary line(s) of a Parcel which is (are) along the right of way line(s) of one or more dedicated public streets or along the private courts and ways.

Section 1.21 Garage. A Building fully enclosed by solid wall or doors which close, designed to shelter motor vehicles. A Garage may or may not be attached to, or otherwise incorporated into, a Dwelling.

Section 1.22 Grade. The average elevation of the ground along the elevation(s) of a Building facing the Front Lot Line of the Lot on which such Building is located.

Section 1.23 Improvement. Any Structure, any driveway, parking area, sidewalk, patio, terrace or other paving, any swimming pool, tennis court or other recreation equipment or facility permanently affixed to the Property, any landscaping feature (including, without limitation, the alteration of the natural grade of any part of the Property, trees, plants, shrubs, earthen mounding, grasses and flowers), utility lines and anything else which becomes affixed in a permanent manner to, or is otherwise an alteration of the natural state of, any part of the Property.

Section 1.24 Lot. A parcel of real property which is part of the Property and is designated as a "Lot" on the Timber Creek Plat or any additional Lots created upon the Development Area.

Section 1.25 Median Areas. The areas shown on the Plat of Timber Creek and designated as Reserves B, C, D, E, & F thereon.

Section 1.26 Other Lot Line. Any property line of a Parcel which is not a Front Lot Line.

Section 1.27 Owner. Each Person which owns of record the fee simple title to all or a portion of an Assessable Parcel, including without limitation a Person whose ownership is as a tenant in common, joint tenant or other co-owner.

Section 1.28 Parcel. A parcel of real property, all or part of which is part of the Property, consisting of one entire tax parcel on the books of the Auditor of Licking County, Ohio (or such other officer hereafter designated by law for keeping records of units of real property separately designated for assessment for real estate tax purposes), or such other unit of real property as may hereafter be separately designated by law for assessment for real estate tax purposes, and consisting of no other real property.

Section 1.29 Parking Space. A paved area designed for vehicular parking purposes which is at least 20 feet long and 10 feet wide.

Section 1.30 Person. Any individual, trustee, partnership, corporation, unincorporated association or other entity.

Section 1.31 Plat. Any plat of subdivision for all or any part of the Property which shall have been filed for record in the Public Office.

Section 1.32 Property. As of any point in time, the real property conveyed hereby, together with any real property which theretofore shall have been added thereto in accordance with the provisions of Article IX hereof.

Section 1.33 Public Office. The Office of the Recorder of Licking County, Ohio or such other office as may hereafter be designated by law for the filing for public record of conveyances of real property situated in Licking County, Ohio.

Section 1.34 Reserve. The parcels of real property which are designated as a "Reserve" on the Plat of Timber Creek.

Section 1.35 Story. That portion of the interior of the Building included between any floor surface (which may include the ground) and an existing or extended plane of the floor surface next above; or if there is no floor above, the space between the floor and the surface of an existing or extended plane of the ceiling next above. A half story shall be the space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than 3 feet above the top floor level, and in which space not more than 60 percent of the area of the top floor level is improved for principal or accessory use.

Section 1.36 Structure. Any stationary object, other than those described in the next following sentence, erected, constructed or placed on the Property or attached to something having a permanent location on or in the Property. The following are not structures: landscape materials, including, without limitation, plants, trees, shrubs, flowers, grasses and earthen mounding; driveways, sidewalks, patios, terraces and other paved areas; and swimming pools, tennis courts and other recreation equipment and facilities permanently affixed to the Property. Without limiting the generality of the first sentence of this Section 1.36, a sign or other advertising device, detached or projecting, shall be deemed to be a separate Structure. Also without limiting the generality of the first sentence of this Section 1.36, Structures shall include but shall not be limited to, sheds, dwellings, garages, other buildings, flag poles, free-standing light fixtures and poles, fences and walls.

Section 1.37 Township. The Township of Liberty, Licking County, Ohio.

Section 1.38 Year. Each Calendar Year.

## ARTICLE II.           TIMBER CREEK PROPERTY OWNERS' ASSOCIATION

Section 2.1 Creation and Purposes. There has been or will be formed an Ohio non-profit corporation known as Timber Creek Property Owners' Association, the principal purposes of which are generally to insure high standards of maintenance and operation of all Common Areas, and to insure the provision of services and facilities for the common benefit of all Owners, residents of the Property and their respective guests and invitees, and to perform maintenance, repair and replacement of the Island and the Common Areas, and in general to maintain and promote the desired character of the Development Area as a first class residential community.

Section 2.2 Membership and Voting. Developer and every Owner shall become and be a member of the Association. Until the first to occur of (a) such time as the fee simple titles to all of the Lots and all of the property are owned by Owners other than Developer; (b) Developer delivers to the Association a written notice releasing its rights under this section and files for record in the Public Office an affidavit of its duly authorized officer stating that such delivery has been made, Developer shall be the only member of the Association entitled to vote on each matter submitted to a vote of members of the Association. Thereafter, each member of the Association shall be entitled to one vote for each Assessable Parcel owned in fee simple by such member on each matter submitted to a vote of members of the Association; provided, however, that where the fee simple title to an Assessable Parcel is owned by more than one Person in a tenancy in common, joint tenancy, tenancy by the entireties or other co-ownership arrangement, such persons acting jointly shall be entitled to but one vote with respect to such Assessable Parcel, which vote shall be exercised, if at all, as a single unit and not by percentages of interests.

Section 2.3 Successor to Developer. At the time set forth in Section 2.2 hereof the Association will appoint Officers and/or Trustees to enable the Association to operate as set forth in this document. Upon the failure of the members of the Association to appoint the Officers and/or Trustees for the Association by the time set forth in Section 2.2 hereof, the Developer has the right to appoint the Officers and/or Trustees from the members of the Association for a term not to exceed one year.

ARTICLE III. USE OF COMMON AREA

Section 3.1 Establishment of Common Area. Developer intends to convey to the Association the fee simple title to one or more Parcels for a subdivision entry features, and for islands and for their related improvements. Developer may also create for the benefit of the Association, the Lot Owners and others, easements in, over and upon portions of the Property for aesthetic and other beneficial purposes. Any such Parcel or easement area, shall become part of the Common Area upon the occurrence of the following:

- (a) The areas designated as "Reserve "A", "B", "C", "D", "E", and "F" shall become part of the Common Area upon the Developer executing and delivering a deed conveying such area to the Association subject to an easement for the benefit of the Lot Owners, the tenants of the Lot Owners, the members of all of their respective Families residing on the Lots, all of their respective employees employed by the Lot Owners and all of their respective guests and invitees.
- (b) Any other Parcel or easement area shall become part of the Common Area if: (1) an instrument conveying such Parcel to the Association or creating such easement shall provide that the Parcel is conveyed subject to an easement for the purposes stated therein for the benefit of, or the easement so created is created for the benefit of, the Lot Owners, the tenants of the Lot Owners, the members of their respective Families residing on the Lots, their respective employees employed by the Lot Owners and their respective guests and invitees, and such instrument shall describe such easements as being subject to the conditions of this Deed; or (2) Developer shall file for record in the Public Office a plat of such Parcel or easement area establishing thereon the rights of the Lot Owners, the tenants of the Lot Owners, the members of their respective Families residing on the Lots, their respective employees employed by the Lot Owners and their respective guests and invitees, to use such Parcel or easement area for the purposes stated therein.

Common Areas so designated shall remain as Common Area, subject to the perpetual right and easement for the use of the same for private purposes as herein provided, subject only to termination upon conveyance of Common Area by the Association as provided for in Section 3.5 hereof.

Section 3.2 Right and Easement to Use Common Areas. Only the Developer its successors and assigns for so long as they own any part of the property and all Lot Owners, the tenants of Lot Owners, the members of their respective Families residing on the Lots, the respective employees employed by the Lot Owners and the Lot Owners' respective guests and invitees shall have the right and easement to use the Common Area, provided, however, such rights shall terminate with respect to each Owner, and all tenants, Family Members, employees, guests and invitees claiming by or through such owner at such time as such owner ceases to be an Owner. The rights and easements provided for in this Article III are and shall be appurtenant to each benefited Parcel which is now or shall in the future become an assessable Parcel for so long as such Parcel shall be an Assessable Parcel. Notwithstanding the foregoing, the rights and easements provided for in this Article III with respect to each part of the Common Area are and shall be subject to any further conditions provided for in this Deed or in the deed, Plat or declaration establishing such part as Common Area and to such rules and regulations pertaining to the use of Common Area as the Board may adopt in accordance with Section 3.3 hereof.

Section 3.3 Rules and Regulations. The Board shall have the authority to and may, in its sole discretion, adopt reasonable rules and regulations pertaining to the use of the Common Area. The purpose of such rules and regulations shall be to promote the safety and convenience of the users of the Common Areas and to promote the development of and maintenance of the property as a first class residential community.

Section 3.4 Subordination to Financing. The Association may grant from time to time mortgages of any part of parts of the Common Area owned by the Association so long as each such mortgage secures only indebtedness incurred by the Association in connection with the improvement of the part or parts of the Common Areas conveyed by such mortgage. The rights and easements provided for in this Article III shall be subject and subordinate to the lien and operation of each such mortgage; provided, however, that the Association may not grant any mortgage on all or any part of the easements as shown on the Recorded Plat or as created herein.

Section 3.5 Conveyance of Common Area. The Association may not convey any part of the Common Areas owned in fee simple by the Association or assign or release any easement to use Common Areas unless:

- (a) Such conveyance, assignment or release is of any part of the Common Areas to permit a public or private utility to install, maintain, repair and replace utility service lines; or
- (b) The Owners of all of the Assessable Parcels consent to such conveyance, assignment or release of any part of the Common Areas in writing in recordable form which is filed for record in the Public Office; or



- (c) All the Lot Owners consent to such conveyance, assignment or release of any part of the Common Areas in writing in recordable form which is filed for record in the Public Office.

ARTICLE IV. CONSTRUCTION, MAINTENANCE AND ADMINISTRATION  
POWERS AND DUTIES OF THE ASSOCIATION

Section 4.1 General Duties of the Association. The Association shall perform the following duties with respect to the Property:

- (a) Manage, control, maintain, repair and, when determined by the Board to be necessary, replace the improvements to any Common Area or Median Areas.
- (b) Appoint members of the Committee when and as permitted in Article VII hereof.
- (c) Trim all trees located in the Common Area or the Median Areas and remove the same when determined by the Board to be necessary.
- (d) Maintain any entry signs identifying the Property, and street identification signs to the extent the same are not maintained by the Township, which are located in the Common Areas.
- (e) Maintain and pay for the electricity for any amenities which are installed by Developer or the Association in the Common Area or Median Areas including without limitation to the following: street lighting, accent lighting, lighting for entry signs identifying the Property and irrigation systems.
- (f) Pay the administrative costs and expenses of the Committee; provided, however, that the Association shall not be obligated to pay any costs or expenses incurred by the Committee for employees of the Committee or consultants to the Committee unless the Board shall have authorized such cost or expense.

Section 4.2 General Discretionary Authority of the Association. The Association shall have the authority, but not the obligation, to take any of the following actions with respect to the Common Areas:

- (a) Care for, spray, replant and protect trees in the Common Area where trees have once been planted.
- (b) Provide for the cleaning, repair and maintenance of storm sewers and drainage facilities serving the Property.
- (c) Spray and take other measures for the abatement of mosquitoes, flies and other insects and pests.

- (d) Employ security personnel or security services.
- (e) Mow, care for and maintain vacant and unimproved portions of the Property and remove rubbish from same, and do any other things necessary or desirable in the judgment of the Board to keep any vacant and unimproved Property neat in appearance and in good order.
- (f) Contract for or otherwise provide for the collection and removal of trash and garbage from the Property, as well as to contract for propane services.
- (g) Enforce the easements, covenants, conditions and restrictions set forth in this Deed.
- (h) To the extent not otherwise authorized by this Deed to do so, make such Improvements to any Common Area and provide such other facilities and services, as may be reasonably necessary or appropriate in order to develop and maintain the Property as a first class residential community or otherwise to carry out the purposes of the Association; provided, however that for so long as Developer shall be the only member of the Association entitled to vote on each matter submitted to a vote of the members of the Association, the Association shall not be authorized to take any action pursuant to this subsection (h) unless such action shall have been authorized by the affirmative vote of the Owners of two-thirds (2/3) of the Assessable Parcels not then owned by Developer.

Section 4.3 Application of Funds. Subject to the limitations set forth in Section 5.10 hereof, the Association shall hold and apply all funds received by it from any source, including, without limitation, Assessments, proceeds of loans obtained by the Association in accordance with Section 4.4 hereof and surplus funds maintained in accordance with Section 4.5 hereof, after payment of all costs of obtaining such funds, to the following in the following order and priority:

- (a) Costs of collection of the Assessments;
- (b) Principal and interest then due on any loan to the Association;
- (c) Administrative costs and expenses of the Committee which the Association is required to pay in accordance with Section 4.1(f) hereof;
- (d) Real estate taxes and assessments on that part of the Common Areas which is owned in fee simple by the Association and premiums for insurance on such part of the Common Areas;
- (e) Costs and expenses incurred by the Association in performing its duties under this Deed;

- (f) Costs and expenses incurred by the Association in the exercise of its discretionary authority under this Deed; and
- (g) The funding of reserves.

Section 4.4 Authority to Borrow Funds. The Association shall have the authority to borrow such sums as the Board shall determine to be reasonable and appropriate to enable the Association to perform its duties hereunder and to exercise its discretionary authority hereunder. To secure the repayment of any and all sums borrowed by the Association, the Association shall have the authority to take any or all of the following actions:

- (a) Grant a mortgage of any parcel of Common Areas or any easement upon Common Areas to the extent permitted in Section 3.4 hereof; and
- (b) Enter into agreements with the holder(s) of any instrument evidencing the obligation of the Association to repay any such loan sums, which agreements may include, without limitation, covenants by the Association:
  - (i) to impose Assessments on a specific day each Year and to impose the same at a particular rate or rates;
  - (ii) to establish funds of cash collateral;
  - (iii) to apply all funds received by the Association first to the payment of all principal and interest then due and payable after providing for costs of collection;
  - (iv) to establish collection, payment and lien enforcement procedures not inconsistent with the provisions of this deed; and
  - (v) to provide procedures and mechanisms for the collection and custody of all fund's received by the Association.

The amounts, terms and rates of all borrowing and the provisions of all agreements pertaining thereto shall be subject solely to the decision of the Board.

Section 4.5 Authority to Maintain Reserves. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as reserves, any balances remaining. The Association shall not be obligated to apply any such reserve to the reduction of the amount of the Assessments in any year, but may carry forward from

year to year and time to time such reserve as the Board in its sole discretion may determine to be desirable for the greater financial security of the Association and the furtherance of its purposes as set forth in its articles of incorporation, including without limitation, the performance of its duties under this deed and the exercise of its authority under this deed.

Section 4.6 Authority to Enter into Contracts. The Association shall have the power and authority to contract with any Person, including but not limited to the Developer, for the performance of any of the duties of the Association, or the exercise of any of the authority of the Association, hereunder, and to delegate such duties and authority to any agent or employee of the Association, and performance of any of those duties, and the exercise of that authority, by such Person, agent or employee shall be deemed the performance of those duties and the exercise of that authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents or employees or others assuring the performance of the duties, or the exercise of the authority, of the Association hereunder, except as the Board may in its sole discretion require.

#### ARTICLE V. ASSESSMENTS

Section 5.1 Establishment of Assessable Parcels. Each Year, beginning in 2001, the Board will determine, and prepare a list of, those Parcels which constitute Assessable Parcels for that Year.

Section 5.2 Establishment of Common Area Budget. Each Year, beginning in the Year that the Developer has completed the Development, but in no event earlier than January 1, 2001, the Board shall estimate the total amount of funds which will be required by the Association to perform its duties and exercise its discretionary authority during such Year relating to the Common Areas. Such amount, less any surplus accumulated in prior Years with respect to the Common Areas that the Board shall determine in its discretion to apply to the payment of sums related to the Common Areas for the then-current Year, and less any fees which the Board estimates that the Association will collect during such Year related to the Common Areas, shall be the total budgeted amount for such Year for all duties and Association activities related to the Common Areas, subject to amendment as provided in Section 5.3 hereof.

Section 5.3 Amendments to Budgeted Amounts. At any time or times that the Board may determine, in its discretion, based on events or conditions occurring or arising after its initial determination of the budgeted amounts for a Year, amend its determination of the total budgeted amounts for such Year.

Section 5.4 Imposition of Assessments Related to the Common Areas. For the purpose of providing funds for the Common Area Budget, the Board shall for each Year such amounts have been budgeted, fix and assess the Common Area Assessments for such Year against all Assessable Parcels consisting in whole or in part of one or more Lots or any part or parts thereof. The Common Area Assessment against each such Assessable Parcel for each such Year shall be equal to the product of (a) the total Common Area Budget for such Year, multiplied by (b) a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of Assessable Parcels for such Year consisting in whole or in part of one or more Lots or any part or parts thereof. The amount of the Common Area Assessment against each such Assessable Parcels for each year shall be amended by the Board each time that the Common Area Budget for such year is amended.

Section 5.5 Statements for Assessments. Each Year, beginning in the Year the Board prepares the Common Area Budget, the Association shall send a written statement to each Owner (a) identifying the Assessable Parcel owned by such Owner, and (b) setting forth the number of whole Lots and/or fractions thereof constituting such Assessed Parcel. Any Assessment may be billed by the Association in annual, semi-annual, quarterly or monthly installments, as determined by the Board in its sole discretion, and the Association shall provide additional statements and billings with respect to each amendment to any Assessment.

Section 5.6 Interest on Delinquent Assessments. If an Owner shall fail to pay any Assessment or an installment thereof within thirty (30) days after the date on which the statement for such installment is deposited in the United States mail, or other delivery service, cost prepaid, addressed to the Owner at the tax mailing address for such Owner's Assessable Parcel or at the street address of such Assessable Parcel, then such installment shall be delinquent and shall bear interest thereafter until paid up to the highest interest rate permitted by law.

Section 5.7 Collection of Assessments. If an Owner shall fail to pay any Assessment or an installment thereof within sixty (60) days after the same becomes delinquent under Section 5.6 hereof, then the Association shall have the right to commence and pursue to completion legal proceedings against such Owner for the amount of such Assessment or installment, the interest thereon and all costs of collection thereof.

Section 5.8 Imposition of Lien Upon Assessable Parcels. Any Assessment for each Year against each Assessable Parcel, both as originally established and to the extent thereafter amended is and shall be a first lien upon such Assessable Parcel. The lien of the Assessment established against each Assessable Parcel for each Year shall continue as a lien against such Assessable Parcel until paid, notwithstanding that such Assessable Parcel may cease to be an Assessable Parcel in a Year or Years subsequent to the Year in which such Assessment against such Assessable Parcel shall have been established. Such

lien for Assessments against each Assessable Parcel shall be superior to any and all other charges, liens or encumbrances which may hereafter be imposed upon, or otherwise arise against such Assessable Parcel regardless of the manner in which such other lien, charge or encumbrance shall arise or be imposed; except that the lien of any Assessment against an Assessable Parcel shall be subject and subordinate to the lien and operation of the mortgage from time to time constituting the first mortgage against such Assessable Parcel and the lien of public authority for real estate taxes and assessments.

Section 5.9 Personal Obligation, Lien and Certifications. Any amount (including, without limitation, any Assessment) which pursuant to this deed an Owner is required to pay to the Developer, the Committee or the Association or for which an Owner is required to reimburse the Developer, the Committee or the Association shall, except as otherwise provided to the contrary herein, become due and payable immediately upon receipt by such Owner of a statement therefor from the entity entitled to such payment or reimbursement, shall bear interest up to the highest lawful rate after it becomes due, shall constitute a personal obligation of such Owner and, in addition, shall be a charge upon the part or parts of the Property owned by such Owner and a lien upon such part or parts of the Property to secure such payment or reimbursement, subject only to the lien of public authority for real estate taxes and assessments and the lien of any first mortgage. Developer, the Committee or the Association shall furnish to any Owner, within a reasonable time after Developer's, the Committee's or the Association's receipt of a written request from such Owner and payment of Developer's, the Committee's or the Association's reasonable cost and expenses in connection therewith, a written certification of the status of any such payments or reimbursements due from such Owner. In addition, such certification shall state whether Assessments for the then-current Year shall have been established theretofore and the amount of the Assessment against any Assessable Parcel for the then-current Year (if the same shall have been established theretofore). If Developer, the Committee or the Association, as the case may be, shall then claim interest on, or costs of collection of, any such payment or reimbursement, then the certification by Developer, the Committee or the Association, as the case may be, shall also describe and state the amounts of the same. Any certification given in accordance with this Section 5.9 shall be conclusive evidence of the facts recited therein, and all persons dealing with any part of the Property or any interest therein may rely and act upon the same.

Section 5.10 Application and Deposit of Assessments. Each payment of Assessments received by the Association from an Owner shall be applied to the respective balance of the Common Area Assessments, then outstanding against such Owner's Assessable Parcel.

## ARTICLE VI. USE RESTRICTIONS

Section 6.1 Land Use and Building Type. Except as permitted in the next following sentence, each Lot shall be used as a site of only one Dwelling, its required Garage and such Accessory Structures as the Committee may approve in accordance with Article VII hereof. No Dwelling shall be regularly occupied by more than one Family. No Garage or Accessory Structure on any Lot shall be used for rental purposes other than to a tenant of the dwelling located on the Lot on which such Garage or Accessory Structure is located. No Dwelling shall be constructed on the Property unless it is constructed on a Lot or on a Parcel consisting of at least one whole Lot and additional land.

Section 6.2 Building Height. No Dwelling shall be erected or altered on the Property which shall contain more than three (3) Stories above grade (for this purpose only, a Basement at least twenty-five percent (25%) of the floor to ceiling height of which is below grade along at least one entire elevation of the Dwelling shall not be counted as a Story), and no Dwelling shall have a Building Height in excess of forty (40) feet. No Accessory Structure which is a Building shall have a Building Height in excess of seventeen (17) feet. For the purpose of this Section 6.2, a Garage which has at least one common wall with a Dwelling shall be deemed to be part of such Dwelling and not an Accessory Structure. No Accessory Structure which is not a Building shall have a Building Height in excess of 10 feet, except that one flag pole on each Lot may be up to 25 feet high.

Section 6.3 Structure Quality and Size. All Structures erected upon a Lot shall be constructed in accordance with the applicable building and zoning codes and in accordance with such additional standards as may be required hereby and by the Committee.

Each dwelling hereafter constructed shall have a finished living area, exclusive of basements, porches and garages, of not less than 2000 square feet finished for a one-story or ranch dwelling and 2300 square feet finished for a two or three-story dwelling.

Section 6.4 Location of Building on Lot. No Building shall be located on a Lot nearer to its Front Lot Line(s) or other Lot Line(s) than the minimum setback or building line shown for such Lot Line on the Plat establishing such Lot. Notwithstanding any of the foregoing provisions of this Section 6.4 if any different minimum Building setback is provided for with respect to any portion of the Development Area in the deed by which such portion is made a part of the Property pursuant to Article 9 hereof, then the minimum Building setback(s) provided for in each such deed shall be applicable for the purposes of the immediately preceding sentence.

Where two (2) or more Lots are developed with a single Dwelling which is located in part on each of such Lots, the minimum Building setbacks shall not apply along the Lot line(s) common to both of such Lots.

All parcels shall have their own wells and septic systems which must be installed in accordance with all governmental regulations. Wells are subject to an annual inspection and septic systems are subject to inspection every three years. Each Owner by acceptance of this deed does hereby agree to these inspections presently as they exist or as they may subsequently be changed and does agree to remedy any defects revealed by such inspections in a prompt manner. By acceptance of the deed for its respective parcel, each Owner does irrevocably appoint the Association as its Attorney-in-Fact, granting the Association the right to cure any defects in the well or septic system serving its parcel, which the Owner has not promptly repaired or corrected, the cost of which will be assessed against the Owner in accordance of Article V hereof.

**Section 6.5 Location and Screening of Tennis Courts and Swimming Pools.** No tennis court or swimming pool shall be located on a Lot nearer to its Front Lot Line(s) than the minimum Building setback provided for in Section 6.4 hereof. Every tennis court and swimming pool shall be screened from each drive which abuts the Lot on which it is constructed by screening not less than six (6) feet high consisting of one or more of the following: a solid wall, a solid wood fence, an evergreen hedge having an opacity at the time of installation of not less than fifty percent (50%); or any other visual barrier approved in writing by the Committee, which approval shall not be given unless the Committee determines that such barrier will be compatible with the development on the Property that such barrier will provide reasonable visual screening from the streets abutting such Lot, and that no part of the Development Area will be adversely affected thereby in a material manner. Every tennis court and swimming pool will also be adequately screened from view from off the Parcel on which it is to be constructed. All tennis court lighting must be turned off by 10:00 P.M, Sunday through Thursday, and 11:00 PM on Friday and Saturday.

**Section 6.6 Limitation on Subdivision and Combining.** No Lot shall at any time be subdivided unless each resulting part thereof is combined with another whole Lot to make a single Parcel. In the event of a permitted subdivision, each such resulting Parcel shall thereafter be subject to the limitation on subdivision to which all Lots are subject under this Section 6.6. No part of the Property shall be combined with any real property which is not part of the Property to create a single tax parcel on the books of the Auditor of Licking County, Ohio (or such other officer hereafter designated by law for keeping records of units of real property separately designated for real estate tax purposes).



Section 6.7 Driveways. Access driveways and other paved areas for vehicular use on a Lot must be approved by the Committee and shall have a base of compacted gravel, crushed stone or other base material approved in writing by the Committee, which approval shall not be given unless the Committee determines that such other base material will be at least as strong and durable as compacted gravel or crushed stone; provided, however, that no concrete driveways without decorative finishes compatible with development of the Property shall be permitted. Driveways shall access the adjacent street at one location only. All driveway culverts must be constructed of material approved by the Licking County Building Department and be installed and sized according to specifications established and approved by Developer's engineer.

Section 6.8 Parking. No vehicle shall be parked at any time on any Lot except upon a paved area for vehicular use. No vehicle parking area shall be located closer to any public right of way abutting the Lot on which such parking area is located than twenty (20) feet. The Committee shall not approve such a closer parking area unless it determines that it is reasonably necessary and appropriate in order to accommodate the development on the Lot on which the proposed parking area is to be located, and that the proposed location of such parking area (together with any screening which the Committee may impose as a condition of its approval) will be compatible with the development of the Lot on which such parking area is to be located. No Dwelling shall be constructed or placed on any Lot, or across the common Lot line(s) of two or more Lots, unless two Parking Spaces in a Garage and two other Parking Spaces are provided, all on the same Lot(s) on which such Dwelling is constructed or placed; provided, however, that any Parking Space in a Garage which is used as an habitual parking place for a Commercial Vehicle, boat, horse van, motor home, truck mounted camper, mobile home, trailer or any other vehicle other than a private pick up truck or private automobile shall not be counted as a Parking Space in a Garage for the purposes of this sentence. None of such required Parking Spaces shall be stacked or be located so as to interfere with access to the required Garage or any other required Parking Space.

Section 6.9 Natural Drainage Ways. Where there exists on any Lot an accumulation of storm water remaining over an extended period of time, the Owner of such Lot may, with the written approval of the Committee, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swells and channels over and through which surface storm water naturally flows upon or across any Lot shall be made by such Owner in any manner which may cause damage to or otherwise adversely affect any part of the Development Area, except damage or adverse affect in areas designated as drainage easements resulting from increased flow of storm water from such Lot into such drainage easement; nor may any Owner fill in any existing ditches, nor alter any storm water detention, retention or drainage facilities in any manner other than as permitted in writing by the County of Licking or the Township or their successors in interest; provided, however, that such

written permission by the County of Licking or the Township or their successors in interest shall be in addition to, and not in substitution for, the approvals of the Committee provided for in this Section 6.9 and required by Article VII hereof.

Section 6.10 Business. No business, profession, other gainful occupation or other non-residential use shall be conducted on any Lot. As an exception to the prohibition contained in this Section 6.10, any home occupation approved in writing by the Committee shall be permitted on any Lot, provided that the Committee shall not give such approval for any home occupation unless it determines that such home occupation will satisfy all of the following requirements:

- (a) Such home occupation shall be confined to a Dwelling which must be the principal residence of the individual so engaged, shall not utilize any yard, Garage or other Accessory Structure and shall be clearly incidental and subordinate to the primary residential use.
- (b) No alteration shall be made in either the internal or external structural form of any Dwelling on such Lot or the external appearance of such Dwelling for purposes of such home occupation. The removal of any partition, floor or part thereof shall be construed as an alteration of the external or internal structural form.
- (c) No evidence of any home occupation shall be visible from off the Lot on which it is conducted, except parked cars.
- (d) No more than fifteen percent (15%) of the floor area of such Dwelling shall be used, in the aggregate for home occupations.
- (e) No person, other than a permanent resident of any Dwelling on such Lot, shall be engaged in or employed at such home occupation, except that in connection with the conduct of a home occupation which can be practiced only with the assistance of supportive personnel, one person not residing in such Dwelling may be so employed.
- (f) No storage of equipment or materials used in such home occupation shall be outside any Dwelling on such Lot.
- (g) No change shall be made in any utility line, meter or service to accommodate such home occupation.
- (h) Such home occupation shall not utilize any equipment or process which emits radiation or creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off such Lot; nor shall any equipment or process be used in the conduct of such home occupation which creates visual or audible electrical interference.

- (i) No traffic shall be generated by such home occupation unreasonably greater in volume or different in nature than would otherwise normally occur in the residential neighborhood in which it is located.

Section 6.11 Noxious Activities. No noxious or offensive activity shall be conducted in or upon any part of the Property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any other part of the Development Area. Without limiting the generality of the first sentence of this Section 6.11, garbage and other refuse shall be placed in containers, which shall be contained within Buildings except that (a) garbage and other refuse in trash containers (other than bags) constructed of metal or heavy plastic or heavy rubber, covered with lids, may be placed outside Buildings for pick up after 5:00 p.m. on the night before pick up, and (b) grass clippings, leaves, tree trimmings and similar landscape refuse may be stored outside Buildings, in bags or otherwise, so long as the same is stored in a neat and orderly fashion for pick up within a reasonable period of time. Also without limiting the generality of the first sentence of this Section 6.11, no offensive or noxious odors shall be permitted to emanate from any Lot or other Parcel across the property line of such Lot or Parcel; nor shall there be permitted on any Lot or other Parcel any unsanitary condition, unsightly condition or other condition detrimental to any part of the Development Area.

Section 6.12 Animals. No swine, sheep, cattle, horses or other livestock, poultry nor reptiles shall be kept or maintained on the Property. Although many animals customarily considered to be "livestock" are occasionally kept as pets, only those species of animals customarily considered to be pets (such as cats and dogs) shall be considered to be "pets" for the purpose of the immediately preceding sentence. No animals may be raised for commercial purposes on any Lot without the prior written approval of the Board of Trustees of the Association, which approval shall not be given unless such Board of Trustees determines that such animals and all feed and other materials used in raising them will be confined within a Building and that the raising of such animals will not adversely affect any other part of the Development Area. No undomesticated animal, nor any animal having unusually vicious propensities, shall be kept or maintained on the Property.

Section 6.13 Burning. No burning of refuse shall be permitted on any part of the Property other than in proper facilities therefor maintained in and as a part of a Dwelling, except that the burning of leaves is permitted if and to the extent allowed by applicable laws and regulations.

Section 6.14 Vehicle and Boat Storage. No carport, shed, driveway or other parking area, except Garages, may be used as an habitual parking place for Commercial Vehicles, boats, horse vans, motor homes, truck-mounted campers, mobile homes, trailers or any other vehicles other than private pickup trucks and private passenger automobiles. The area in the private drives located between the pavement and the Front Lot Line(s) of

each Lot shall not be used for the parking of Commercial Vehicles, boats, horse vans, mobile homes, motor homes, trailers or any other vehicle except private pickup trucks and private passenger automobiles. The habitual violation of the parking regulations set forth in this Section 6.14 shall be deemed a nuisance and violation of Section 6.14 hereof.

Section 6.15 Temporary Buildings. No temporary Buildings, quonset huts, permanent tents, shacks or privies shall be constructed, erected or placed upon any Lot.

Section 6.16 Construction of Accessory Structure. No Garage, garage apartment, or other Accessory Structure shall be constructed or erected upon any Lot prior to construction and occupancy of a Dwelling on such Lot, unless constructed or erected simultaneously with the construction of such Dwelling.

Section 6.17 Mineral Exploration. Except as specifically provided to the contrary in the next following sentence, no part of the Property may be used in any manner to explore for or extract, for commercial purposes, water, sand, gravel, rock, soil, gas, hydrocarbons, coal or any other minerals of any kind. Parts of the Property which are not Lots may be used for water wells and water treatment and pumping facilities for the production and distribution of water for the exclusive use of the Association.

Section 6.18 Advertising Signs. No advertising sign, or billboard (including, without limitation, "For Rent" advertising signs) shall be erected or maintained on any Lot, except, however, that the following signs shall be permitted: one sign not exceeding twelve (12) square feet in area, maintained only during the construction of a Dwelling on the same Lot, displaying the name of the general contractor and/or architect; one "For Sale" sign which shall be not larger than 24 inches by 30 inches; during the 60-day period immediately preceding each general, primary or special election, signs not larger than five (5) square feet each in area supporting candidates or issues to be voted on by registered voters residing in the Development Area at such election; one (1) sign displaying the street number of any Dwelling located on that Lot, which sign shall be standardized by the Committee and shall not be larger than two (2) square feet in area and shall display on only one side thereof; and signs required by law; and such other signs as may be approved in writing by the Committee, which approval shall not be given for any such other sign unless the Committee determines that such other sign is appropriate to the conduct of typical activities (other than home occupations) conducted at a Dwelling.

Section 6.19 Mail Boxes. All mail boxes including attached house numbers constructed or used on said lots or residences shall be uniform in appearance and their appearance and location must be approved in writing by the committees prior to their construction or placement on the property.

Section 6.20 Firearms. No firearm shall be discharged on the Property.

Section 6.21 Antennae. Without the written approval of the Committee, no satellite dish or antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the Property, whether attached to an Improvement or otherwise, unless the same is fully enclosed within a Building having solid walls on all sides. Such approval shall not be given unless the Committee determines that such satellite dish or antenna will be reasonably screened from view from off the Parcel on which it is located and that the locations thereof outside a Building is reasonably necessary for the enjoyment of the activities for which the Improvements on such Parcel are used and that the satellite dish does not exceed twenty inches in diameter at its widest points or such other dimensions as may be approved by the Committee from time to time.

Section 6.22 Underground Utilities. No lines, wires or other devices for communications purposes (including, without limitation, telephone, television, data and radio signals, or for transmission of electronic data and radio signals), or for transmission of electric current or energy shall be constructed, placed or maintained anywhere in or upon the Property, unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in a Dwelling or Accessory Structure; provided, however, that electrical transformers and other similar equipment will be permitted to be above ground if approved in writing by the Committee, which approval shall not be given unless the Committee determines that (a) such transformers or other equipment are in lieu of below-ground transformers or other equipment, the installation of which would be impractical, (b) such above-ground transformers or other equipment will be adequately screened from view from off the Parcel on which they are to be constructed or located, except that storm water drainage may be provided on the surface as a natural condition or in a manner and in accordance with a design approved by the Committee.

Section 6.23 No Access Through Lots. Except as provided herein, no Lot may be used in such a manner as to provide access to, from or through any other property which is not part of the Property.

Section 6.24 Storage Tanks. Except for those installed by NGO Propane Cooperative, no storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas (except for outdoor grills) shall be permitted on the Property.

All Owners agree to comply with the terms, conditions and obligations of the propane agreement attached hereto and made a part hereof and marked Exhibit F.

Section 6.25 Maintenance. All exterior portions of all Dwellings and Accessory structures shall at all times be maintained in a neat and orderly manner free of trash and debris. All lawns shall be mowed on a regular basis to prevent the growth of grass and weeds therein to a height in excess of six (6) inches. All planting beds shall be

maintained free of unreasonable growth of weeds. All trees and shrubs, except those located in areas left in a natural wooded state, shall be pruned regularly to prevent unsightly overgrowth and unreasonable accumulations of dead growth, and those which die shall be removed promptly. All driveways, sidewalks, patios, terraces and other paved areas, and all tennis courts, swimming pools and other recreation facilities shall be maintained in a condition of good order and repair, free of trash and debris. All garage doors shall be fitted with automatic openers and must remain closed at all times except when the garage is actively in use. The Owner of each Parcel shall be responsible for maintaining the area in the private right of way between such Owner's Parcel and the paved street in the right of way adjoining such Parcel in the same manner and to the same extent as it is obligated to maintain such Parcel. The Developer, the Committee or the Association may remedy any violations of this Restriction, after giving Owner written notice of not less than 14 days of its intent to remedy any such violations. The costs and expenses incurred by the Developer, the Committee or the Association, as the case may be, shall become the personal obligation of the Owner, shall bear interest and become a lien pursuant to Article V hereof.

Section 6.26 Outside Drying. No clotheslines or other drying or airing facilities shall be permitted on any Lot, except within a Dwelling.

Section 6.27 Nuisance Activities and Equipment. Hobbies or activities that tend to detract from the aesthetic character of the Property as a first class residential neighborhood, and Accessory Structures used in connection with such hobbies or activities, shall not be permitted on any Lot. This Section 6.26 has reference to, but is not limited to, such activities as automotive repair.

Section 6.28 No Improvements Without Committee Approval. No improvement shall be made to any part of the Property without the prior written approval of the Committee in accordance with Article VII hereof, unless such approval is not required by said Article VII for such Improvement.

Section 6.29 Exceptions. The provisions of Sections 6.7, 6.8, 6.10, 6.11, 6.14, 6.15, 6.16, 6.21, 6.22, 6.23, 6.25 and 6.26 hereof shall not apply to the activities of Developer, homebuilders, their respective contractors and the respective employees and agents of each of them which pertain to (a) the development of the Property and the roads and utilities to service the same or (b) the process of constructing Dwellings, Accessory Structures and other Improvements on or to the Property, but such provisions shall apply to all Dwellings, Accessory Structures and other Improvements so developed or constructed. The provisions of Section 6.10 hereof shall not apply to activities pertaining to the sale of any part of the Property, whether or not improved.

Section 6.30 Above-Ground Pools. Above-ground pools shall not be permitted; provided, however, that above-ground pools shall be permitted if approved in writing by the Committee which approval shall not be given with respect to any above-ground pool unless the Committee determines that such above-ground pool will be adequately

screened from view from off the Parcel on which it is to be constructed or located. As used in this Section 6.29, "above-ground pool" means a swimming pool, the standard water level of which is more than one and one-half (1.5) feet above the average grade around the entire perimeter of such pool.

Section 6.31 Committee Approval of Variances. The Committee may grant written approvals of variances to all of the restrictions set forth in this Article VI. The granting by the Committee of variances is subject not only to the Committee's making the determinations required by specific sections to be varied, but is also subject to such other conditions and criteria as the Committee may reasonably establish to promote and protect the quality and character of the development of the Property as a first class residential community. The Committee shall also not approve any variance or restriction set forth in this Article VI unless the Committee determines the variance is reasonably necessary for the proposed construction, is compatible with the development of the Property and that no part of the Development Area will be adversely affected thereby in a material manner.

Section 6.32 EPA Requirement. Prior to the commencement of construction the lot owner will apply to the Ohio Environmental Protection Agency and file a Notice of Intent as required by the Agency and as set forth on Exhibit G attached. Each lot owner by acceptance of a deed from the Developer agrees to hold Developer harmless from any and all cost or losses occasioned by lot owner's failure to comply with this requirement.

Section 6.33 Exhibits. The terms and Conditions shown on the Attached Exhibits A, B, C, D, E, & F, are incorporated herein and each Owner agrees to be bound by and to comply with the terms and conditions thereof.

## ARTICLE VII.        DESIGN APPROVAL

Section 7.1 Committee. The Committee shall consist of three (3) members appointed by the Association. A quorum for meetings of the Committee shall be two (2) members, and actions may be taken by a majority of the members of the Committee present at a meeting at which a quorum is present and acting throughout. In addition, the Committee may take actions in writing without a meeting if signed by not less than two (2) members of the Committee.

Section 7.2 Purposes of the Committee. The purposes and authority of the Committee shall be as follows:

- (a) To establish, maintain and preserve, and from time to time amend, specific architectural guidelines and standards to carry out the intent of this Deed. Such guidelines and standards as are from time to time in effect are herein referred to as the "Design Standards." In establishing the Design Standards, and from time to time amending the same, the Committee has implemented or will implement design concepts which will provide for the combining of good design with respect

for the natural environment, the blending of Structures into the landscape, the establishment of consistent design and logical relationships of Structures, requiring size, scale or character of Structures to be compatible with neighboring Structures, a minimum of disturbance of existing grades and contours, the utilization of natural materials and earth tone materials (such as browns, tans, dusty greens, warm grays and rusty reds) which blend well with the natural environment, the installation of appropriate landscaping and the prevention of haphazard and inharmonious development and to otherwise provide for the development of the Property as a first class residential community.

- (b) To review and evaluate, and to approve or disapprove, plans for proposed Improvements.
- (c) To enforce the provisions of this Deed.

Section 7.3 Plan Approval Required. Except as otherwise specifically provided in this Section 7.3, no Improvement shall be made to any part of the Property without the prior written approval of the Committee in accordance with this Section 7.3. Approval by the Committee shall not be required for the following Improvements:

- (a) Interior decorating;
- (b) Any alteration of a Building to the extent that such alteration will not be visible from outside that Building;
- (c) Yard maintenance, including without limitation irrigation systems, mowing grass, removing weeds and dead vegetation and pruning of trees and shrubs;
- (d) Planting of flowers and annual plants; and
- (e) Maintenance and repair consisting of replacements of materials with materials of like size, shape, texture and color (e.g., painting or staining with the same color of paint or stain and reroofing with same type and color of roofing material).

Section 7.4 Submittal of Plans. Approval of a proposed Improvement by the Committee shall be requested by delivering to the Committee three (3) copies of each of the following, except that requests for approvals of Improvements which do not include construction of a Building and are not being made in connection with the construction of a Building need not include any of the following (except item a) which would not evidence any change of existing conditions:



- (a) A letter requesting the approval and setting forth the name of the applicant, the name(s) of the Owner(s) of the Parcel to which the proposed Improvement is to be made, the address to which the Committee should send its response to the request for approval and a telephone number at which the applicant may be contacted concerning the proposed Improvement;
- (b) A site plan of the Parcel on which the proposed Improvement is to be located, showing the location of existing Improvements and the location of the proposed Improvement;
- (c) Plans and specifications for any of the following included within the proposed Improvement:
  - (i) Buildings;
  - (ii) Other Structures; and
  - (iii) All sidewalks, driveways, parking areas and other hard surfaced areas.
- (d) A landscaping plan specifying the size at the time of planting, species and location of all proposed landscaping materials.
- (e) A plan showing the location, size and species of any trees proposed to be removed in connection with the making of the proposed Improvement;
- (f) A grading plan.
- (g) If any change of grade or construction of a Building is part of the proposed Improvement, a plan for the preservation of any existing trees on the Parcel proposed to be improved;
- (h) Exterior lighting plan;
- (i) A colored rendering of any sign proposed as a part of the Improvements;
- (j) Samples of materials to be used, to the extent requested by the Committee; and
- (k) Such other drawings and information as may be reasonably requested by the Committee.
- (l) Completed Submission Form (Exhibit A)

Specifications shall describe types of construction and exterior materials to be used including without limitation the colors and manufacturers thereof. Notwithstanding the foregoing provisions of this Section 7.4, if a building permit shall be required for the

construction of the proposed Improvements, the plans and specifications submitted to the Committee with the request for approval shall, in addition to satisfying the other requirements of this Section 7.4 and the Design Standards, be in form and substance sufficient to obtain the required building permit.

Section 7.5 Basis for Approval or Disapproval. Approval of proposed Improvements shall be based, in addition to other criteria, upon conformity and harmony of the proposed Improvements with the Design Standards and other Improvements on the Property, the effect of the location and use of the proposed Improvements on neighboring parts of the Development Area property and conformity of the proposed Improvements to the purposes and general intent of the provisions of this Deed.

Section 7.6 Effect of No Approval or Disapproval. If on the thirtieth (30th) day after a request for approval is submitted to the Committee in accordance with Section 7.4 hereof, the Committee shall have mailed to the applicant, at its address given in accordance with Section 7.4 hereof, neither the disapproval of the Committee nor the approval of the Committee, then the Committee shall be deemed to have approved the proposed Improvements.

Section 7.7 Completion. The Owner(s) of a Parcel to which Improvements are made shall cause the making of such Improvements to be diligently pursued to completion within twenty-four (24) months from the date on which work on such Improvements is commenced. Upon completion of any Improvement to the Property, the Owner(s) thereof or the representative of such Owner(s) may deliver to the Committee a written notice identifying the Improvements so completed and the Parcel on which such Improvements are located and stating that the same have been completed in accordance with the plans and specifications therefor approved by the Committee pursuant to this Section 7.7. The Improvements identified in such notice shall, for all of the purposes of this Deed, be deemed to have been completed in accordance with such approved plans and specifications and to otherwise conform to the requirement of this Deed unless, on or before the thirtieth (30th) day after the delivery of such notice to the Committee, the Committee shall deliver to the Owner(s) of the Parcel to which such Improvements shall have been made, or shall have posted in a conspicuous place on such Parcel, a written notice stating with reasonable specificity the extent to which such Improvements shall not have been completed in accordance with the plans and specifications therefor approved by the Committee pursuant to this Article VII or in conformance with the requirements of this Deed.

If construction of a single-family residence on any parcel is not commenced by the Lot Owner within eighteen (18) months of date of recording the deed for said parcel, to said Lot Owner by the Developer or for such longer period of time to which the Committee agrees to in writing, Developer for a period extending to five years from date of closing the sale to the Owner of such Lot, shall have the right and option to either repurchase such parcel from the Owner or the then Owner thereof for the purchase price paid by the Owner to the Developer, without payment of interest or other charges, or the

option to finish any construction on said Lot not completed within twenty-four (24) months of the date of commencement of construction on said Lot, or to complete any improvements not done in accordance with the plans and specifications approved by the Committee after written notice of such failure is given to the Lot Owner and if the Lot Owner has not taken steps to remedy the failure within 60 days from date such notice is delivered to the Lot Owner, cost of which completion plus interest at the rate of two percent (2%) above the prime rate charged by National City Bank, Columbus or its successors, during the period of said construction, until paid, which shall become a lien on the premises as set forth in Article V hereof upon the commencement of construction by Developer.

Developer, if it exercises the right to repurchase, shall do so by delivering written notice of its exercise of that option to the then Owner of the parcel by depositing the same in the U.S. mail, postage prepaid, addressed to that Owner at its last known address. Owner shall thereupon forthwith execute and deliver to Developer, (a) transferable and recordable warranty deed to the parcel, free and clear of all liens and encumbrances except those to which Owner took title, providing that the property will not be subject to any real estate taxes other than those not then due or payable, and (b) such other instruments as, in the reasonable opinion of the Developers attorney, are necessary or desirable to vest in Developer fee simple title to the parcel, subject only to the foregoing; and Developer shall reimburse Owner the purchase price of the parcel as set forth above.

Section 7.8 Non-Liability. Neither Developer nor the Committee nor any member of the Committee nor the Association nor any of their respective officers, directors, trustees, partners, shareholders, members, employees or agents nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone requesting approval of plans for Improvements in accordance with this Article VII, or anyone else, for any reason whatsoever arising out of the approval, disapproval, construction or use of such Improvements. Without limiting the generality of the foregoing, neither Developer, nor the Committee, nor the Association, nor any of their respective officers, directors, trustees, partners, shareholders, members, employees or agents shall have any responsibility whatsoever for determining the safety of any proposed Improvements. Each individual or entity who submits a request to the Committee for approval of Improvements in accordance with this Article VII agrees, by the submission of such request, that such individual or entity will not bring any action or suit against Developer, the Committee, the Association or any of their respective officers, directors, trustees, partners, shareholders, employees, members or agents for damages resulting from any mistake in judgment, negligence or nonfeasance with respect to such request.

Section 7.9 Certifications. Promptly upon the written request of any Owner, the Committee shall prepare and deliver to such Owner a certification with respect to matters provided for in this Article VII. The Committee may charge, for its preparation of such certification and any investigation by it in connection with the issuance of such

certification, a fee reasonably determined to compensate the Committee for expenses incurred by it in connection therewith.

Section 7.10 Determinations Final. The Committee will exercise its best judgment to see that all Improvements which are subject to the approval requirement contained in this Deed conform to the Design Standards and to see that all other approvals or disapprovals given by the Committee in accordance with this deed are given in accordance with the standards set forth in this deed. The actions by the Committee, through its approval or disapproval of requests for approval of plans for Improvements or its approval or disapproval with respect to other matters in accordance with this Deed, shall be conclusive and binding upon all interested parties.

## ARTICLE VIII. ENFORCEMENT

Section 8.1 Enforcement Action. If a violation of any provision of this Deed shall occur, the Association, the Committee or Developer shall each have the right to enter that portion of the Property on which the violation shall exist and to take such action and incur such costs and expenses as the Association, the Committee or the Developer may determine to be reasonably necessary or appropriate to abate the violation. Without limiting the generality of the immediately preceding sentence, the Association, the Committee or the Developer may; (a) remove any Improvement made in violation of this Deed and restore the portion of the Property on which the same shall have been made to substantially the condition existing prior to the making of such Improvement, (b) perform yard work and general cleanup activities, and (c) perform maintenance on or make repairs to Improvements. The rights of the Association, the Committee or Developer provided for in this Article VIII are in addition to such other rights and remedies as the Association, the Committee or Developer may have at law or in equity by reason of any violation of the provisions of this Deed, including without limitation the enjoining of any such violation and the recovery of any damages caused thereby.

Section 8.2 Costs of Enforcement. If Developer, the Committee or the Association shall incur any costs or expenses in connection with taking any enforcement action pursuant to Section 8.1 hereof, then the Owner(s) of the Parcel with respect to which such enforcement action shall have been taken shall, on demand, reimburse Developer, the Committee or the Association, as the case may be, for all such costs and expenses, together with interest thereon at the highest rate allowed by law from the date(s) on which the same shall have been paid by Developer, the Committee or the Association. Such amounts become the Personal Obligation of such Owner, bear interest and become a lien as set forth in Article V hereof.

Section 8.3 Non-Liability. Neither Developer nor the Committee nor the Association nor any of their respective officer, directors, trustees, partners, shareholders, members, employees or agents nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone for damages (except those described in the

third sentence of this Section 8.3) resulting from any mistake in judgment, negligence or nonfeasance with respect to any actions taken in accordance with Section 8.1 hereof. Each Owner, by accepting the deed to its Parcel(s), agrees that it will not bring any action or suit against Developer, the Committee, the Association or any of their respective officers, directors, trustees, partners, shareholders, members or agents or any of their respective heirs, personal representatives, successors or assigns for damages (except those described in the third sentence of this Section 8.3) resulting from any mistake in judgment, negligence or nonfeasance with respect to any action taken in accordance with Section 8.1 hereof. The excepted damages herein before referred to in this Section 8.3 are incidental physical damages to property which occur during the course of, but are not a part of, any action taken in accordance with Section 8.1 hereof.

## ARTICLE IX. ADDITIONS

Section 9.1 Additions to Development Area. Upon, (a) the execution by Developer of a deed providing that the real property conveyed thereby shall thereafter be part of the Development Area for all of the purposes of this deed and (b) the filing of such deed for record in the Public Office, the real property conveyed by that deed shall thereafter be part of the Development Area for all of the purposes of this deed. In addition Developer for itself, its successors and assigns hereby reserves easements over all lots in Timber Creek, for all utility purposes necessary for the development of, or addition or additions to the Development Area.

Section 9.2 Additions to Property. Upon, (a) the execution by Developer or any other Person of a deed to any part of the Development Area providing that the real property conveyed thereby shall thereafter be subject to the lien of the assessments provided for in Article V hereof, that said real property shall thereafter be subject to the covenants, conditions and restrictions established hereby, except to the extent specifically provided to the contrary in such deed, and that said real property shall thereafter be part of the Property for all of the purposes of this deed and (b) the filing of such deed for record in the Public Office, the real property conveyed by such deed shall thereafter be subject to the lien of assessments provided for in Article V hereof and the covenants, conditions and restrictions established hereby, except to the extent specifically provided to the contrary in such deed, and shall otherwise be a part of the Property for all of the purposes of this deed, including, without limitation, receiving the benefit of the covenants, conditions, restrictions and easements established hereby.

## ARTICLE X. GENERAL PROVISIONS

Section 10.1 Amendments, Modifications, Changes or Additions. Amendments, modifications, changes or additions (other than additions to the Property or the Development Area specifically provided for in Article IX hereof) may be made from time to time by an instrument in writing, setting forth the amendments, modifications, changes and/or additions effected thereby, which is executed by (a) the Owners of not less than a

majority of the Assessable Parcels not then owned by Developer and (b) Developer if it is then the owner of the fee simple title to any part of the Property, including additions, in the manner provided by law for the execution of deeds and the filing of such instrument for record in the Public Office. In addition, Developer, so long as it shall be an Owner of any part of the Property, including additions, shall have the right to amend any of the restrictions or conditions contained herein which it believes to be in conflict with any federal, state, and/or local law or regulation.

Section 10.2 Interpretation. In case of uncertainty as to the meaning of any Article, Section, sentence, clause, phrase or word in this deed, the interpretation by the Board of Trustees of the Association shall be final and conclusive upon all interested parties.

Section 10.3 Failure to Enforce Not a Waiver of Rights. With the exception of the time limit for action by the Committee contained in Article VII hereof, failure of the Board, Committee, the Association, Developer or any Owner to enforce any provisions of this deed shall in no way be deemed a waiver of the right to do so thereafter or the right to enforce any other provision of this deed.

Section 10.4 Period of Duration. The covenants, conditions and restrictions set forth in this deed, and the charges and liens provided for herein, shall be deemed to run with the land; shall continue in full force and effect for a period of sixty-five (65) years from the date hereof; and shall be automatically reinstated for like periods of sixty-five (65) years unless written objection is therefore declared and filed for record by the Association or Developer in the Public Office.

Section 10.5 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or estate in any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, whether or not a reference to the same is contained in the instrument by which such person acquires an interest in the Property.

Section 10.6 Mutuality. All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of Developer, the Association, the aforesaid grantee and their respective successors and assigns. This deed creates mutual equitable servitudes upon the various Parcels in favor of other Parcels.

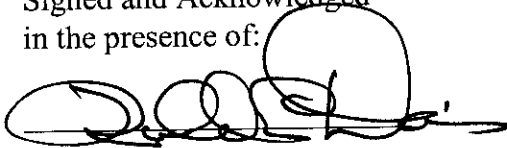
This deed creates reciprocal rights and obligations between the respective owners of all of the Property and privity of contract and estate between all grantees thereof. As to the owner of any of the Property, his or her heirs, personal representatives, successors and assigns, this deed operates as covenants running with the land for the benefit of all of the Parcels and the owners thereof.

Section 10.7 Captions. The Article and Section captions herein are intended for convenience only and are not intended to be a part of this deed or in any way to define, limit or describe the scope or intent of the particular Articles or Sections to which they refer.

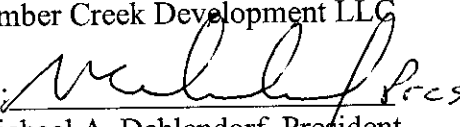
Section 10.8 Effect of Invalidation. If any provision of this deed is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

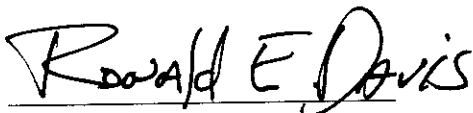
The Developer has caused this instrument to be executed in 6<sup>th</sup> County, Ohio on AUGUST, 2001

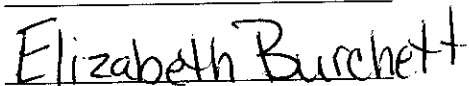
Signed and Acknowledged  
in the presence of:



Timber Creek Development LLC

by:   
Michael A. Dehlendorf, President  
Dehlendorf & Company  
Managing Member

  
[Print Name]

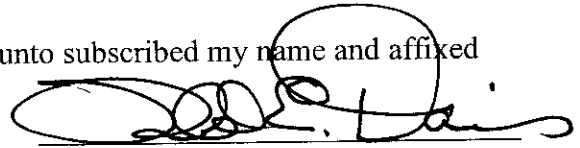
  
[Print Name]

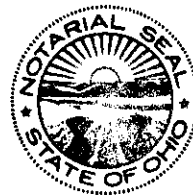


STATE OF OHIO,  
COUNTY OF FRANKLINSS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2001, by Michael A. Dehlendorf, President of Dehlendorf & Company, Managing Member of Timber Creek Development LLC, an Ohio Limited Liability Company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

  
Notary Public



RONALD E. DAVIS, Attorney-At-Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R.C.

**EXHIBIT "A"**

Lot # \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**SUBMISSION FORM  
TIMBER CREEK SUBDIVISION**

Each builder is to fill this Review Sheet out and submit two (2) copies with their final Review Submissions. Submittals to be sent to:

Timber Creek Subdivision Architectural Control Committee

**Builder:**

Name

Address

Telephone #

**Building Siting Information:**

Front Yard Set Back \_\_\_\_\_

Side Yard Set Backs \_\_\_\_\_

Building Size \_\_\_\_\_ (Livable space)

Building Height \_\_\_\_\_  
(1 or 2 story)

Lot Coverage (%) \_\_\_\_\_

Materials and Colors Used  
Masonry Type and Color \_\_\_\_\_

Wood or Hardboard  
Siding Style and Color \_\_\_\_\_



Wood Trim \_\_\_\_\_

Stucco Finish and Color \_\_\_\_\_

Stucco Trim Finish  
and Color \_\_\_\_\_

Roofing Type and Color \_\_\_\_\_

Specialty Pavement \_\_\_\_\_

Fencing Color and type \_\_\_\_\_

Garden Wall Material  
and Color \_\_\_\_\_

Decks, Terraces  
Materials and Color  
Type, Manufacturer  
and finish of windows  
House Type

**BUYER:**

Date: \_\_\_\_\_

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

**EXHIBIT "B"**

**Notice**

**Timber Creek is located in an agricultural district. From time to time dust, noises, spraying, insects, and odors occur due to normal farming activities. Anyone interested in purchasing property in Timber Creek should take this into consideration.**

**BUYER:**

**Date:** \_\_\_\_\_

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

**EXHIBIT "C"**

**Water Course Easements**

These restrictions shall apply specifically to all lots and reserves as shown on the recorded plat of Timber Creek. Watercourse means storm flow above and below ground level.

- (a) No structure or improvements of any kind, including sheds, fences, flower beds, rock gardens and trees (but excluding grass and approved bank protection), shall be erected or planted within the easement provided for the watercourse.
- (b) No owner shall take any action or permit any action to be taken that might change or divert the flow of the watercourse, nor shall he/she, within the easement provided, alter the ground level or the course of the stream as shown on this plat. An owner may provide rip-rap, walls or other bank protection upon securing written approval from the Licking County Engineer's Office or the Licking County Flood Plain Administrator.
- (c) Every owner of property along the watercourse shall maintain the portion of said watercourse in his/her property and keep the same free of debris and obstruction of all kinds. The County shall be free of any responsibility toward maintaining the watercourse.
- (d) These restrictions and agreements shall run with the land and shall bind the owner, his/her successors and assigns unless and until a modification or change thereto is agreed to and approved by Licking County.
- (e) Said restrictions and agreements may be enforced by Licking County and its successors and assigns, and are for the benefit of said County and owners of neighboring property in such proximity to the above described premises that the violation of said restriction and agreements would adversely affect the value of such property or the enjoyment of the use thereof.
- (f) The failure of said County to take prompt action by injunction or otherwise with regard to a violation of any of these restrictions and agreements shall not be deemed to be a waiver of its (county) rights to take action for said violation or any further violation of any said restrictions and agreements.

BUYER:

Date: \_\_\_\_\_

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

## **EXHIBIT "D"**

Lot purchaser is hereby informed of the possible existence of farm drainage tiles on their lot. Should such field tiles be encountered during the excavation of basements, installation of septic fields, etc. lot purchaser is required to repair any damage caused to tiles. It should be noted that failure to repair such tiles could result in wet basements, ponding water, and other nuisances associated with improper storm water management.

## EXHIBIT "E"

### LICKING COUNTY HEALTH DEPARTMENT DEED RESTRICTIONS

AN INSPECTION FOR ALL LOTS IN THE SUBDIVISION MUST BE CONDUCTED BY THE LICKING COUNTY HEALTH DEPARTMENT IN THE PRESENCE OF THE OWNER OR HIS AGENT. IT IS IMPERATIVE THAT THE SITE INSPECTION BE CONDUCTED PRIOR TO ANY CONSTRUCTION. DURING THIS INSPECTION, IT WILL BE DETERMINED IF THE CONSTRUCTION PLANS WILL MEET THE MINIMUM REQUIREMENTS, AS SHOWN ON THE PRELIMINARY PLAN FOR LOCATION OF THE DWELLING, DRIVEWAYS, WATER WELL, SEPTIC TANKS, CURTAIN DRAIN DISCHARGE LINES AND PRIMARY AND SECONDARY LEACH TRENCH SYSTEMS. THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLING THE CURTAIN DRAIN COLLECTION LINES THAT TRAVERSE ADJOINING PROPERTY OWNERS PRIOR TO THE FINAL APPROVAL BY THE HEALTH DEPARTMENT. EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF CURTAIN DRAIN COLLECTOR LINES WHERE INDICATED ON THIS PLAN AND THE PLAT OF TIMBER CREEK SUBDIVISION. FUTURE MAINTENANCE FOR THE COLLECTOR LINES WILL BECOME THE SHARED RESPONSIBILITY OF ALL PROPERTY OWNERS UTILIZING THE COLLECTOR LINE. NO PERMANENT STRUCTURE OF ANY KIND, INCLUDING DRIVEWAYS, SWIMMING POOLS, BUILDINGS, ETC., SHALL BE PERMITTED IN THE AREAS DESIGNATED ON THE PRELIMINARY PLAN FOR PRIMARY OR SECONDARY LEACH SYSTEMS.

SEWAGE SYSTEM SITE PLANS DESIGNED FOR LOTS IN THIS SUBDIVISION WERE BASED ON SOIL TYPES, PERCENT OF SLOPE, SURFACE DRAINAGE AND THE GROUND WATER TABLE. SITE PLAN MODIFICATIONS ARE NOT RECOMMENDED. HOWEVER, PROPERLY SUBMITTED MODIFICATIONS WILL BE REVIEWED BY THE HEALTH DEPARTMENT. MODIFICATIONS MUST BE DRAWN TO SCALE ON A MINIMUM 2 FOOT CONTOUR INTERVAL MAP.

IF THE REVISION IS APPROVED, A VARIANCE MAY BE GRANTED. THE HEALTH DEPARTMENT SHALL REQUIRE A FEE FOR ALL PLAN REVISION REVIEWS.

**NOTE:** THE ABOVE DEED RESTRICTION MUST BE ENTERED ON THE FRONT OF THE PRELIMINARY PLAN AND ALSO INTO THE TOTAL DEED RESTRICTION PACKAGE PRIOR TO HEALTH DEPARTMENT APPROVAL.

**EXHIBIT "F"**  
**See Attached**

i:/hjh/h2854.doc



**PROPANE AGREEMENT**  
~ Timber Creek Subdivision ~

*THIS AGREEMENT* is made and entered into this 1<sup>st</sup> day of August, 2001, by and between NGO Propane Cooperative, 1500 Granville Road, PO Box 4970, Newark, Ohio 43058-4970, hereinafter referred to as "NGOP" and Timber Creek Development LLC by Dehlendorf & Company, Managing Member, 91 Hamilton Park, Columbus, Ohio 43203-1826, hereinafter referred to as "Developer".

*~RECITALS~*

*WHEREAS*, NGOP is a propane distribution company in the business of supplying propane to various subdivisions and other residential locations.

*WHEREAS*, Developer is a developer of property for the use of residential single family homes for purchase by individuals, hereinafter referred to as "Customers".

*WHEREAS*, Developer will establish the Timber Creek Property Owners' Association, hereinafter referred to as "POA"

*WHEREAS*, Developer has specifically requested NGOP be the sole provider of propane to a certain subdivision, described as Timber Creek Development located in Licking County, Ohio.

*WHEREAS*, in exchange for NGOP extending and installing service to the above mentioned subdivision, the Developer and the Customers agree NGOP will be the sole provider of propane for a period of not less than five (5) years.

*NOW, THEREFORE*, that in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

**ARTICLE I – TANK & PIPELINE**

1.1 NGOP agrees to install, below the surface of the ground, the necessary propane tanks, equipment and pipeline along the road right-of-way and mutually agreeable-provided private right-of-way to make propane available to the single family lots located in Timber Creek, located in Licking County, Ohio. It will be necessary to install vaporizers and valves above ground. Said tanks, vaporizers and pipeline will be at no cost to Developer. The Customer will be responsible for their service line from the house to NGOP's distribution pipeline. NGOP will install mutually agreeable fencing around the tanks and vaporizers. The Developer, followed by the POA, shall be responsible for all landscaping around all facilities and agrees to maintain said landscaping outside the fenced areas.

1.2 Developer agrees to execute a recordable Easement and Right of Way covering the Timber Creek subdivision covering the size and location of the tank site as well as the location of the pipelines and all appurtenances thereto.

**ARTICLE II – ORIGINAL TERM & PRICE**

2.1 Developer and Customers agree NGOP will be the sole provider of propane service to each single family lot and all facilities located in Timber Creek subdivision, located in Licking, Ohio for a minimum period of five (5) years, hereinafter referred to as "Original Term". In the event a natural gas utility installs natural gas service to the above mentioned subdivision prior to the expiration to the Original Term, Customers will agree to proportionally

**LICKING RURAL ELECTRIC • NATIONAL GAS • NGO DEVELOPMENT • NGO PROPANE • PRODUCERS GAS SALES**  
1500 Granville Road • P.O. Box 4970 • Newark, Ohio 43058-4970 • **1 800 255 6815 • 1 740 344 2054** fax

refund NGOP the total cost to remove the storage tanks and restore/reclaim the surface area for said subdivision. No refund will be required should NGOP sell the installed pipelines to a natural gas utility at a mutually agreed upon amount.

2.2 Each dwelling utilizing propane shall have their individual meter and be invoiced by NGOP monthly based on the prior month's usage. The propane cost per gallon will be no greater than NGOP's posted/quoted residential variable price. Each homeowners utilizing propane within the subdivisions shall have the option, but not the obligation to lock-in their price per gallon each June/July for the following year. Locked-in prices shall run from July 1<sup>st</sup> through June 30<sup>th</sup> of each year with no more than one-year being locked-in at any given time. The locked-in price shall be no greater than NGOP's posted/quoted residential lock-in price.

### ***ARTICLE III - RENEWAL TERM***

3.1 If within thirty (30) days prior to the expiration of the Original Term, the Customer or NGOP does not notify the other party of the cancellation of this Agreement, by giving written notice by mail setting forth the expiration date of the Original Term of this Agreement, then NGOP may exercise its option, but not obligation to renew this Agreement for an additional five (5) years.

Upon the Customer or NGOP giving notice to the other party of the termination of this Agreement at the end of any five (5) year period, this Agreement shall terminate and NGOP will remove, at NGOP's cost, the underground storage tanks and all equipment installed by NGOP that rises above the ground level within ninety (90) days of the expiration date. NGOP shall not be required to remove installed stone, pavement, cement pads, and underground lines.

3.2 Within thirty (30) days of the end of any five (5) year term, if NGOP is not notified of the termination of this Agreement as provided herein, NGOP is granted further options to continue service to Timber Creek subdivision for additional periods of five (5) years and under the same terms and conditions as are applicable in the first renewal term, except that such subsequent renewal terms shall begin on the date of expiration of the previous renewal term and shall continue for a period of five (5) years thereafter. Said options to renew for additional renewal terms shall be subject to the same notice provisions regarding the exercise of the option to cancel by either party as the first renewal term.

### ***ARTICLE IV - OTHER PROVISIONS***

4.1 NGOP agrees to pay Customer for signage at each of the above mentioned subdivision. (Up to a maximum amount of \$683.57). Signs are to include the ENERGY COOPERATIVE logo as shown on Exhibit "A-1" attached hereto. Logo will be large enough to be seen by passing motorist as determined by NGOP.

4.2 Developer and Customer agree no buried and/or above ground individual propane tanks shall be permitted within the subdivision, except for those used for other purposes than space and/or hot water heating.

4.3 The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, executors, administrators, successors and assigns and shall run with the land.

4.4 This document contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge this agreement in whole or in part unless such agreement is in writing and signed by all parties.

4.5 If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

4.6 Upon the execution of this Agreement, the Developer and NGOP agree the Developer shall be responsible for filing of record with the Deed Restrictions a copy of this Agreement giving notice to all Customers of the terms and conditions of this Agreement.



Should this agreement not be executed within thirty (30) days from the day and year first set above, then this Agreement is null and void.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have caused this Agreement to be executed by their duly authorized officials as of the day and year first set forth above.

WITNESSES:

Connie Mirise  
Connie Mirise

Frederick Kent  
Frederick Kent

NGO PROPANE COOPERATIVE

Bradley N. Byrd  
Bradley N. Byrd, Director of Marketing  
& Real Estate Development

Date: Aug 1, 2001

WITNESSES:

Michael A. Dehlendorf  
M. A. Dehlendorf

TIMBER CREEK DEVELOPMENT LLC

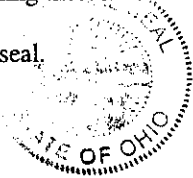
X Michael A. Dehlendorf  
Dehlendorf & Company, Managing Member  
By: Michael A. Dehlendorf, President

Date: 8-3, 2001

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

Before me, the Undersigned, a Notary Public of and within said County and State, this 31<sup>st</sup> day of July, 2001 personally appeared the above named Michael A. Dehlendorf, President of Dehlendorf & Company the Managing Member of Timber Creek Development LLC the GRANTOR in the above instrument, who in due form of law acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal.



MICHAEL D. BORNSTEIN  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.  
Michael D. Bornstein  
Notary Public

STATE OF OHIO:  
COUNTY OF Licking :SS

Before me, the Undersigned, a Notary Public of and within said County and State, this 31<sup>st</sup> day of July, 2001 personally appeared the above named Bradley N. Byrd in the above instrument, who in due form of law acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal.

Frederick J. Kent  
Notary Public

FREDERICK J. KENT  
Notary Public, State of Ohio  
My Commission Expires May 16, 2004

**EXHIBIT "G"**  
**See Attached**



## Ohio EPA Form Individual Lot Notice of Intent for Coverage Under the Ohio EPA Storm Water Construction General Permit

### Who Must File a Individual Lot NOI Form

Federal law at 40 CFR Part 122 prohibits point source discharges of storm water associated with construction activity to a water body(ies) of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. A contractor/builder that has such a storm water discharge must submit this NOI to obtain coverage under a NPDES Construction Storm Water General Permit, unless the original owner/developer retains responsibility. If you have questions about whether you need a permit under the NPDES storm water program or if you have questions regarding the completion of this form, contact the Ohio EPA Storm Water Unit at (614) 644-2001

### Where to File

NOIs must be sent to the following address:

Ohio Environmental Protection Agency  
General Permit Program  
P.O. Box 1049  
Columbus, Ohio 43266-0149

### Completing the Form

All responses must be typewritten in the appropriate areas only. Please place each character slightly above the appropriate line. Abbreviate if necessary to stay within the space allowed for each item. Use one space for breaks between words, but not for punctuation marks unless they are needed to clarify your response. This form will be read by an optical scanner so please provide information as requested.

### Section I - Applicant Information/Mailing Address

Give the legal name of the person, firm, public organization, or any other entity that is performing the construction of the site. The responsible party is the legal entity that controls the site rather than the job site supervisor. Do not use a colloquial name. Give the name and phone number of a contact person who is responsible for addressing NPDES requirements. Enter the complete address and telephone number of the applicant (provide phone number as: area code exchange number). Correspondence will be mailed to this address.

### Section II - Site Location Information

Enter official or legal name of the site and complete address, including city, state, zip code and county. If the site lacks a street address, indicate the state, latitude and longitude of the facility to the nearest 15 seconds (provide

coordinates as: (degrees) (minutes) (seconds) using 2 digits in each space), or the quarter, section, township, and range (to the nearest quarter section) of the approximate center of the site.

Give previous owner/developer's name, phone number (including area code), and general permit number. Identify lot(s) by number(s) so as to distinguish it/them from the remainder of the development. This form is intended to accommodate a maximum of four lots. Please use additional forms if necessary. When listing multiple lots, please separate (do not use punctuation).

### Section III - Construction Activity Information

Enter the project start date, estimated completion date, the disturbed acreage for each lot. Provide dates as: month day year using two digits for each. (example: October 1, 1993 would be 10 01 93)

### Section IV - Certification

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: 1) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions; or 2) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, state, federal, or other public facility: by either a principal executive officer or ranking elected official.

### General

This form has been designed to be read by an optical scanner. Therefore, all responses must be typewritten in the spaces provided. Do not fold, copy, staple, or use correction fluid on this form. Forms transmitted by FAX will not be accepted. Incomplete forms will be returned to the applicant for resubmittal.



# Individual Lot Notice of Intent for Coverage Under Ohio EPA Storm Water Construction General Permit

Submission of this form constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES general permit for storm water associated with construction activity. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. NOTE: All necessary information must be provided on this form. Read the accompanying instructions carefully before completing the form. All responses must be typewritten. Do not fold, copy, staple, or use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.

## I. Applicant Information/Mailing Address

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## II. Site Location Information

Name: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_ Quarter: \_\_\_\_\_ Section: \_\_\_\_\_

Township: \_\_\_\_\_ Range: \_\_\_\_\_

Lot(s) Number(s): \_\_\_\_\_

Previous owner/developer general permit number: OMR: \_\_\_\_\_

Original owner/developer name: \_\_\_\_\_ Phone: \_\_\_\_\_

## III. Construction Activity Information

Lot Nos.	Est. Start Date	Est. Comp. Date	Est. Dist. Acreage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## VIII. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also acknowledge that qualified personnel working on behalf of the applicant have read the construction general permit and that there is a storm water pollution plan prepared for the above referenced lot(s). I also have a copy, provided by the original owner/developers, of a site map identifying individual parcels/lots. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Type Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_