

*A NOTE about this version of the Warranty Deed of Restrictions. This is a typed version of the original Warranty Deed of Restrictions pdf file found on our website. You cannot do a search of the pdf file which makes it difficult to find a particular section or phrase. Joe Leone typed this searchable copy of the Warranty Deed Restrictions and put it on our website in August 2020. **Note** although this was painstakingly proofread, there may be errors within this typed version. Refer to the pdf file when necessary. It is a copy of the actual signed document that are filed with the State of Ohio.*

WARRANTY DEED OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation, of 3 Easton Oval, Columbus Ohio 43219, hereinafter called Grantor, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration to it paid by WILLOW AGENT CORP., an Ohio Corporation, of 10 W. Broad Street, Suite 2400, Columbus, OH 43215, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to the said Grantee, Willow Agent Corp. Trustee, its successors and assigns forever, the following REAL ESTATE, situated in the County of Delaware State of Ohio and in the Township of Orange and bounded and described as follows:

SEE ATTACHED EXHIBIT A

LAST TRANSFERS: Deed Book Volume 645, page 557 and
Deed Book Volume 645, page 561 and
Deed Book Volume 645, page 565

PARCELS NOS.: 27-145100, 27-071300, 27-438200, 27-073600, 27-073700 and 27-359300.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property herein conveyed which the Grantor has previously subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of said real property or parts thereof, and as a part of the consideration for this conveyance, the Grantor executes and delivers this deed of conveyance and the Grantee accepts the same subject to all and each of the following reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions, all hereinafter referred to as "Restrictions", which are for the mutual benefit and protection of, and shall be enforceable by, the Grantor, all and any of the present and future owners, lessees and sublessees of any of the real property above described; and the Grantee, for himself and his successors and assigns, covenants and agrees to keep and perform each of the said Restrictions as hereinafter set forth and hereby declares that the real property described and referred herein is and shall be held, transferred, sold, conveyed and occupied subject to said Restrictions.

ARTICLE 1. DEFINITIONS

The following terms when used in these Restrictions shall have the respective meaning set forth after each of them.

1.01. Architectural Restrictions. The Restrictions contained in Sections 3.01 through 3.06 hereof.

1.02. Grantor. M/I Schottenstein Homes, Inc., an Ohio Corporation, and its successors, legal representatives and assigns.

1.03. Lots. The lots conveyed hereby located in The Village at Alum Creek subdivision and the lots shown on any subsequent plat(s) filed by the Grantor for additional sections of The Village at Alum Creek.

1.04. Owner. A person owning in fee simple interest in the Property as defined in Section 1.07 hereof.

1.05. Owners' Association. The Village at Alum Creek Association, incorporated or to be incorporated as an Ohio corporation not for profit (the "Owners' Association").

1.06. Person. An individual, firm, corporation or any other entity or form of business association which may own real property in the State of Ohio.

1.07. Property. The real property conveyed hereby located within The Village at Alum Creek.

1.08. Restriction. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof and any future sections of The Village at Alum Creek or any part thereof.

1.09. The Village at Alum Creek. Those lots (whether now in existence by plat as lots, or created in the future by the platting of any gross acreage described in the attached Exhibit A) in The Village at Alum Creek subdivision hereby conveyed, together with such other real property within additional sections of The Village at Alum Creek as the Grantor or its predecessor has previously subjected, or it or its successor may hereafter subject to these or similar Restrictions by written instrument filed in the Office of the Recorder of Delaware County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS

2.01. All Property hereunder shall be subject to these Restrictions and shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of the Property other than single-family dwellings and private garages being a minimum of two cars in size: each single-family dwelling shall not exceed two-and-one-half (2-1/2) stories in height or be greater than thirty-five (35) feet in height, with a minimum square footage of one thousand eight hundred (1,800) square feet for a ranch, two thousand (2,000) square feet for a split level, and two thousand (2,000) square feet for a two-story. No more than one (1) single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. No unattached or free-standing garage shall be permitted, nor shall any outbuildings be permitted.

2.02. No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot other than household pets, which may be kept on any part of the Property provided (i) that they shall not be permitted to run "free" but shall be kept within the dwelling or an approved fenced area on the Property, (ii) that they are not kept, bred or maintained for any commercial purpose, (iii) that they do not frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots, and (iv) that their number does

not exceed any applicable governmental regulations. No kennels or enclosures for animals shall be erected or maintained on any Lot.

2.03. No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any Lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties, provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor-driven vehicle shall be left upon any Lot for a period longer than seven (7) days in a condition wherein it is not able to be operated upon the public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed there from.

2.04. No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from Grantor in the manner described in Article 3 hereof.

2.05. All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain or varnish and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, concrete, brick or other paving substance approved by Grantor. The Owners' Association may use its rights contained in Article 8 hereof to cause compliance with this section.

2.06. After completion of any initial structure constructed on the Property, no remodeling or alteration of the exterior of the structure including but not limited to the construction of decks and/or patios or the change of siding materials, can be made without prior written approval by (i) Grantor if Grantor still retains ownership of at least one Lot or (ii) the Owners' Association if the Grantor no longer owns title to at least one Lot.

2.07. No changes in any stream or lake (if such exists on the Property) may be made, and no stream or lake may be dammed or altered unless approved in the same manner provided for in Article 3 hereof. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.08. No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or Lot hereunder. An exception will be made for disks twenty-four (24) inches or less in diameter.

2.09. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the Property.

2.10. No structure of any temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot hereunder at any time as a residence, either temporarily or permanently. No temporary building, trailer, garage, storage building, or structure shall be placed upon any Lot hereunder for storage purposes without the express written consent of the Grantor or its assignee.

2.11. All Owners, including the Owners of unoccupied Lots hereunder, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own.

2.12. No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot of Lots hereunder. This shall not preclude the use of one room in any residence as a private office for the use of the occupants of the premises for the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate traffic to that residence.

2.13. No sign of any kind shall be displayed or maintained on any Lot hereunder, except one (1) sign of not more than six (6) square feet advertising the Property for sale or rent and promotional signs used by a builder during the construction and sales period.

2.14. All telephone service, electric service, cable television service or other utilities shall be constructed by underground lines; however, appurtenances to such services, such as transformers, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Grantor and the decision of the Grantor as to what may be placed above ground shall be final.

2.15. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot hereunder within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded Property corner, from the intersection of the street property lines extended. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.16. The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the Lots in the subdivision by Grantor or at Grantor's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective Lots hereunder.

2.17. A permanent construction and maintenance easement has been granted to the Grantor and Grantor's successors, assigns and designees as shown on the subdivision plat for The Village at Alum Creek, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Grantor.

2.18. Building exteriors shall be brick, native or cultured stone, stucco, or wood. When used in conjunction with brick or native or cultured stone (a minimum of twenty-five (25%) per cent on the front elevation), vinyl siding will be permitted provided it meets or exceeds the following established criteria:

(A) Both substrata and fused finished clad complies with ASTM D1435 weatherability test criteria.

(B) Building code certification by BOCA.

- (C) Maximum gloss level of thirty-five (35) units.
- (D) All formulated compounds will be color specific, blended and include treated T102.
- (E) Material shall be a gauge of .040 or greater
- (F) By way of example, the following are approved sidings: Presidential II, Lake Forest Premier, Royal Crest, Classic and Restoration Collection.
- (G) Paint color of all siding shall be limited to a range as illustrated on the Restoration Collection palette. Stain colors shall be in the range as illustrated in the Lake Forest palette. Under no circumstances will high gloss colors (those being in excess of thirty-five units) be permitted.

2.19. All mail boxes must conform to the standard in the subdivision.

2.20. All open areas of a Lot shall either be sodded or seeded by hydro-mulch or seeded in straw cover.

2.21. Landscaping must be accomplished by the builders. A plan must be provided for approval by Grantor, and the minimum dollar amount to be expended for landscaping per Lot shall be One Thousand Five Hundred and no/100 (\$1,500.00) Dollars.

2.22. During construction, fence-type trash containers or trash containers of some type are required.

2.23. Garage doors must be all wood or metal covered insulated.

2.24. Each Owner of a Lot hereunder has been given a topographic survey prepared by Evans, Mechwart, Hambleton & Tilton, Inc., which shows the master grading and drainage plan for the development. The site plan submitted by an Owner to the Grantor shall conform to such topographic survey unless prior written approval has been obtained by the Owner from Evans, Mechwart, Hambleton & Tilton, Inc., from the Grantor, and from the Delaware County Building Department. The plan submitted by an Owner must indicate the flow of drainage water, whether by pipe or swale, and the contemplated change of any drainage pattern.

AMENDMENT A as approved on 2/28/2020 inserts section 2.25 as follows:

2.25. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Owners' Association is not, however, liable to any Owner or Occupant, or anyone visiting any Lot or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

ARTICLE 3. ARCHITECTURAL RESTRICTIONS.

3.01. The Grantor shall have solely the duties and responsibilities given to it by these Restrictions. Grantor shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, Grantor shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the subdivision. The Owner of a Lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.02. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of an Lot hereunder shall be required to submit two (2) sets of complete building plans, two (2) site plans, and two (2) signed specifications forms for the building to the Grantor, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structures on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any Lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision plat, and no building shall be located in green areas or reserves as shown on the recorded plat. For the purpose of this restriction eaves and steps shall not be considered as a part of the building, provided that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening. Other landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Grantor separate from the other improvement plans. Grantor shall have twenty (20) days in which to review plans submitted to it. On or before the conclusion of such twenty (20) days, Grantor shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the Grantor requests additional information, plans or explanations, the running of the 20-day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Grantor. In the event the Grantor does not take any of the actions specified above within the 20-day period specified, then the Owner submitting such materials for review shall notify Grantor in writing; and Grantor shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.03. Upon written request from any Owner, the Grantor shall prepare and furnish a written statement, in form suitable for filing for record, as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.04. The acceptance of a deed to a Lot hereunder and the filing of the same for record thereafter shall constitute an acknowledgment of the following by such Lot Owner: (i) that in Grantor's examination of plans and specifications submitted, Grantor will take into consideration plans and specifications already approved or in process of being reviewed for approval, of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the subdivision and (ii) that the Grantor may require submission of samples of construction materials to be used in the construction of the residence as a

condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the Grantor shall not be responsible or liable to said Owner or to any Owner of Lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall Grantor be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the Grantor to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.05. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.06. Architectural Guidelines.

- (A) Permanently installed recreation equipment and service shall not be installed in side-yard setback.
- (B) Residences having identical exteriors will not be acceptable if such residences are located upon the same street within sight line.
- (C) Roofing shall be textured or semi-textured asphalt shingles, wood shakes, slate or tile.
- (D) Windows of any type of style except mill-finished aluminum are permissible.
- (E) A minimum of a two-car garage must be provided for each single-family dwelling. Care should be taken not to over-emphasize the garage. Garage doors for each garage shall be stained or painted one color. Driveways shall have a minimum width of ten (10) feet and shall be an approved hard surface. To allow for drainage, driveways shall not be placed closer than six (6) feet to the side lot lines except where there is a side-loaded garage. Additional space will be required where there is a substantial grade difference between Lots.
- (F) Fences built from wood, brick and/or stone or plantings are permitted as long as they are kept within the character of the house. All fencing shall require Grantor's approval. In general, fences shall be used to create private space within the area. Lot-line fencing, other than of an open decorative nature, will not be approved. High privacy fences will be approved only for small areas that are directly adjacent to the residence.
- (G) The minimum side-yard requirements are twenty-five (25) feet total, with a minimum of twelve-and-one-half (12 ½) feet on each side.

ARTICLE 4. CONSTRUCTION STANDARDS.

4.01. One-story dwellings shall have a minimum square footage of one thousand eight hundred (1,800) square feet. Split-level or two-story dwellings shall have a minimum square footage of two thousand (2,000) square feet.

4.02. No trees larger than six (6) inches in diameter may be cut or removed without the prior written permission of Grantor. Trees less than six (6) inches in diameter, if determined by Grantor to be

too thick for the good health of other trees or unsightly or detrimental to views of the Property, shall be removed at the cost of the Owner. Any decisions sought from the Grantor with respect to trees shall be sought in the same manner provided for in Article 3 above.

4.03. As part of the initial construction of each dwelling each Owner shall construct a concrete sidewalk and driveway apron in accordance with Orange Township specifications.

4.04. As part of the initial landscaping for each dwelling each Owner shall provide a minimum of two (2) street trees. The trees shall be of a variety specified by Grantor, and each tree shall have a minimum caliper of one-and-one-half (1 ½) inch.

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

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement shown on the recorded plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify and hold Grantor harmless against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, bury, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

ARTICLE 5. PLAT.

5.01. The utility easements shown on the recorded plat of The Village at Alum Creek subdivision shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television and shall be for the benefit of the Property, the Owners, the Grantor and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size without the prior written approval of the Grantor and without the prior written approval of any governmental authority controlling lot splits or subdivisions.

ARTICLE 6. OWNERS' ASSOCIATION

6.01. As set forth in Section 1.05 above, there already exists, or Grantor will hereafter cause to be formed, an Ohio Corporation not for profit, the name of which is the Village at Alum Creek Association (the "Owners' Association"). Membership in the Owners' Association for the Owner of each Lot hereunder is mandatory. All Lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots (as defined in Section 1.03 above) hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the Owners of all said Lots. It shall be the

responsibility of the Owners' Association to maintain the entrances to the Property (as defined in Section 1.07 above) and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for an maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. Upon conveyance of all of the Lots by the Grantor and approval of the initial building plans of all Lots by Grantor, the approvals required thereafter of the Grantor shall automatically vest in the Owners' Association.

ARTICLE 7. ASSESSMENTS.

7.01. Establishment of Assessments. For the purpose of providing funds for maintenance, repairs and improvements of entrance ways, rights-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish and equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

The first year's budget shall be approved by at least sixty (60%) per cent of the Lot Owners of record as of the date the trustees approve the budget. The trustees shall not be required to obtain further approvals provided that the annual assessment is not increased by an amount greater than ten (10%) per cent in any one year. If the proposed assessment is greater than the previous year's assessment by more than ten (10%) per cent or has included the construction of a new facility or an addition to an existing facility, then such assessment shall be approved by a minimum of sixty-six and two thirds (66 and 2/3 %) per cent of the Lot Owners of record on the date the trustees have established for their budget meeting.

7.02. Establishment of Lien If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Owners' Association, which lien shall be effective from the date that the Owners' Association certifies the lien to the Delaware County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs shall not be impaired or abridged by reason of the transfer of ownership of a Lot but shall continue unaffected thereby. The lien

shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Delaware County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting owner and causes said judgment to become a lien, whichever is first to occur.

7.03. Special Assessment Lien. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the trustees, take whatever action the trustees deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lien as security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Delaware County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Delaware County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

7.04. Sections 7.01, 7.02, and 7.03 above shall be applicable to and be a part of such procedure as to any lots shown on any subsequent plat(s) filed for additional sections of The Village at Alum Creek.

ARTICLE 8. DURATION; ENFORCEMENT; AMENDMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2025, after which time said covenants may be extended for successive periods of ten (10) years by a majority vote of the then Owners of the Lots agreeing to extend said covenants in whole or in part is recorded. The violation of any provision of these Restrictions shall give to each of (i) the Grantor, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation. This Section 8.01 shall also be applicable to the lots shown on any subsequent plat(s) filed for additional sections of The Village at Alum Creek.

8.02. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order, or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Grantor prior to the time a majority of the Lots have been conveyed to Owners other than the Grantor. Thereafter, any non-substantial changes in the Restrictions herein may be waived by the Grantor only

with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Grantor. After all Lots have been sold by the Grantor, any Restriction may be waived only by the Owners' Association or by the Owners of a majority of Lots.

8.05. Prior to the time a majority of the Lots have been conveyed to Owners other than the Grantor, Grantor may, in its sole and absolute discretion, unilaterally amend these restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After a majority of the Lots have been conveyed to Owners other than the Grantor, Grantor may unilaterally amend these Restrictions, without the consent of any other Owners, of such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, (d) necessary to correct errors; or (e) effective solely as to an area or areas designated by plat as a "reserve" or otherwise not included within the boundaries of any Lot on which the construction of a single family home is intended; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Restrictions may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Grantor, to reflect and address the different character or intended development of any such additional property.

ARTICLE 9. NOTICES.

9.01. Any notices required or permitted to be served on Grantor shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, address to the Grantor at the following address:

M/I Schottenstein Homes, Inc.
3 Easton Oval, Suite 500
Columbus OH 43219

AMENDMENT B as approved on 2/28/2020 deletes the previous section 9.02 entirely and inserts a new section 9.02 as follows:

~~9.02. Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Delaware County, Ohio.~~

9.02. All notices required or permitted by the Restrictions or the Bylaws to the Owners' Association or the Board of Directors must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the

Board of Directors or the Owners' Association at the address of the Property or to such other address as the Board of Directors may designate from time to time by notice in writing to all Owners. All notices to any Owner must be hand-delivered, sent by electronic mail, or sent by regular U.S. mail, first-class postage prepaid, to such Owner's Lot address or to such other address as may be designated by him/her from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any occupant of a Lot other than an Owner will effectively be given if hand-delivered, or sent by regular U.S. mail, first-class postage pre-paid, to the Lot address.

ARTICLE 10. LOTS NOT COVERED BY THESE OR PRIOR RESTRICTIONS.

10.01. The Grantee, for himself and any future successors in title to any Lot hereunder, by the acceptance of a deed to any Lot or Lots hereunder, and the Grantor, for itself and any and all successors in title, hereby agree and acknowledge that Lots Numbers 2756 through 2759 inclusive of The Village At Alum Creek were intentionally excluded from the Warranty Deed of Restrictions files as to Section 1 of The Village at Alum Creek, and herefrom.

10.02. The Grantee, for himself and any future successors in title to any Lot hereunder, by the acceptance of a deed to any Lot or Lots hereunder, and the Grantor, for itself and any and all successors in title, hereby agree and acknowledge that upon Lot Number Two Thousand Seven Hundred Fifty-eight (2758) of The Village at Alum Creek there may hereafter be located a day-care center or equivalent or lesser intensity of use; that none of the foregoing Restrictions which would prohibit or limit such use(s) is hereby held to be of any force and effect as to said Lot Number 2758; and all future Owners of Lots within The Village At Alum Creek hereby agree to such use(s) as to said Lot Number 2758.

10.03. The Grantee, for himself and any future successors in title to any Lot hereunder, by the acceptance of a deed to any Lot or Lots hereunder, and the Grantor, for itself and any and all successors in title, hereby agree and acknowledge that the area north of Parklawn Drive and west of South Old State Road consisting of approximately 7.9 acres presently or formerly owned by the predecessor to the Grantor herein, may hereafter be utilized for a church or a limited commercial area; none any of the foregoing Restrictions which would prohibit or limit such use(s) is hereby held to be of any force and effect as to said 7.9+- acres; and all future Owners of Lots within The Village at Alum Creek hereby agree to such use(s) as to said 7.9+- acres.

10.04. The Grantee, for himself and any future successors in title to any Lot hereunder, by the acceptance of a deed to any Lot or Lots here under, and the Grantor, for itself and any and all successors in title, hereby agree and acknowledge that the area north of said Lot Number 2758 and south and west of the said 7.9+- acres mentioned in Section 10.3 above will hereafter be used as a sixty-foot access easement to the property owned and controlled by the Board of Education of the Olentangy Local School District; none of the foregoing Restrictions which would prohibit or limit such use is hereby held to be of any force and effect as to the area described in this Section 10.4; and all future Owners of Lots within The Village at Alum Creek hereby agree to such use as to said area.

10.05. The Grantee, for himself and any future successors in title to any Lot hereunder, by the acceptance of a deed to any Lot or Lots hereunder, and the Grantor, for itself and any and all successors in title, hereby agree and acknowledge that Lot Number Two Thousand Seven Hundred Fifty-nine (2759) of The Village at Alum Creek may hereafter be used as open space, with a possible community center thereon, with a right to convey the same to the Owners' Association to be formed; none of the foregoing Restrictions which would prohibit or limit such use is hereby held to be of any force and effect as to said Lot Number

2759; and all future Owners of Lots with The Village at Alum Creek hereby agree to such use as to said Lot Number 2759.

ARTICLE 11. ASSIGNMENT OF PRIOR GRANTOR'S RIGHTS; MORTGAGEES' CONSENTS.

11.01 Village at Alum Creek, Ltd., an Ohio limited liability company, through its managing member Charles W Bonner, joins in the execution of this instrument for the purpose of conveying to M/I Schottenstein Himes, Inc., all of the said Village at Alum Creek, Ltd.'s rights and obligations as "Grantor" in that certain Warranty Deed of Restrictions applicable to Village at Alum Creek, Section 1, as recorded at Volume 0600, Page 320 of the Official Records of Delaware County, Ohio. The execution hereof by M/I Schottenstein Homes, Inc. acts as its assumption of such rights and obligations. It is the intention of the parties that by this provision M/I Schottenstein Homes, Inc. be vested with all rights and obligations of the Grantor as described in said Warranty Deed of Restrictions, as fully as if it were the Grantor therein, and that it have the right in all respects hereafter to act as successor Declarant as to all phases and sections of the Village at Alum Creek community.

11.02 Rennob, Inc., Evergreen Land Company and Village at Alum Creek Ltd. also join in the execution hereof to evidence their respective consents, as mortgagees relative to some portion or all of the Property hereby conveyed, to the subjection of said Property to these Restrictions and to waive any right each of said parties may have, jointly or individually, to assert the non-effectiveness of these Restrictions by virtue of the priority of their respective mortgage(s).

TO HAVE AND TO HOLD the premises hereby conveyed, with all the privileges and appurtenances thereunto belonging, to the said Grantee, Willow Agent Corp., Trustee, its successors and assigns forever.

And the said Grantor, M/I Schottenstein Homes, Inc., for itself and its successors, does hereby covenant with the said Grantee, Willow Agent Corp., Trustee, its successors and assigns, that Grantor is lawfully seized of the premises aforesaid; that the premises are FREE AND CLEAR FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT the Restrictions and other provisions of the within deed of conveyance; taxes and assessments, if any, now a lien; easements, restrictions, reservations and covenants, if any, of record in the chain of title to said premises; zoning; and all legal highways; and that Grantor will forever WARRANT AND DEFEND the same with the appurtenances unto the said Grantee, Willow Agent Corp., Trustee, its successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, Grantor, M/I Schottenstein Homes, Inc., by its undersigned Officer duly authorized by the Board of Directors thereof, has hereunto set its corporate hand this 24th day of March 1999.

NOTE: There are several signature pages included in the original document along with descriptions of the various acreage that makes up The Village at Alum Creek community. These are not included in this typed version of the document since they have little impact on the various restrictions all homeowners live by. It appears there were six parcels, for a total of 161.666 acres of land, making up the entire community.