DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIEN

POWELL PLACE SUBDIVISION
PHASE IV

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DELAWARE COUNTY, OHIO
KAY E. CONKLIN
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WITNESSETH THAT:

WHEREAS, Dunmoor Investment Company L.L.C. ("Declarant") is at this date owner of lots Numbered Two-Thousand, Six-Hundred, Three (2603) through Two-Thousand, Six-Hundred, Nine (2609) inclusive of Powell Place, Section IV, in the Village of Powell, County of Delaware, State of Ohio, as the same are numbered and delineated upon the recorded plat thereof, of record in Cabinet 2, Side No. 795-795A , Recorder's Office, Delaware County, Ohio.

WHEREAS it is contemplated that the various lots, singly or otherwise, shall be sold to diverse persons, and that suitable improvements shall be erected thereon.

WHEREAS, the Declarant desires to create a plan of restrictions, easements and covenants with respect to the Lots described therein, and establish liens upon the Lots described herein, which shall be binding upon and inure to the benefit of the Declarant, the Association, and all future owners and occupants of the Lots.

WHEREAS, This Declaration is being made to establish Covenants, Easements, and Restrictions for the Subdivision, to provide for an Association for the ownership and maintenance of the Common Areas to be owned by the Association and the maintenance, as may be necessary, of Common Areas not owned by the Association; to provide for and promote the benefit, enjoyment and well being of Lot owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

NOW THEREFORE, the Declarant hereby declares that the above-described property shall be held, sold, conveyed, and occupied subject to the following covenants, easements, and restrictions, and lien for assessments, which are for the purpose of protecting the values and desirability thereof, and which shall run with the land, and each part thereof, and be binding on all parties having any right, title or interest in the land, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot owner, the respective heirs, successors and assigns of the Declarant and each Lot owner, the Village of Powell, Ohio and the Association.

The provision of this Declaration of Covenants, Easements, Restrictions, and Assessment Lien as from time to time amended, shall be considered to be a part of, and incorporated within, each deed hereinafter conveying the Lots, or any portion thereof.

07-WP1820CR

A. FULLY PROTECTED RESIDENTIAL AREA.

The following residential area covenants, in their entirety shall apply to all the aforesaid Numbered lots and any additional real property submitted to the provision of these covenants, easements, restrictions and lien for assessments are provided herein.

B. LAND USE AND BUILDING TYPE.

All lots in the above-described subdivision, exclusive of reserves, shall be known and described as single-family detached residential lots and, except for such lot or lots or part thereof as may hereafter be dedicated to private use for access to and from adjacent private development, no lot shall be used other than for residential purposes. No building shall be erected, altered, placed of permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and to include a private, attached garage for not less than two cars.

C. LOT SPLIT.

No detached single-family lot shall be split, divided, or subdivided for sale, resale, gift, Transfer, or otherwise so as to create a new building lot.

D. DWELLING SIZE.

Except as hereinafter provided, the floor area of the main structure, exclusive of open porches and garages shall not be less than:

1. One floor plan dwelling: not less than 1500 square feet per detached dwelling.

2. Two story dwelling: not less than 900 square feet on the ground floor per detached dwelling.

3. Split level dwelling: not less than 1400 square feet on the upper two levels per detached dwelling.

4. One and one-half story dwelling: not less than 1000 square feet on the ground floor per detached dwelling. The second level of the dwelling unit must be finished.

5. Bi-level swelling: not less than 1600 square feet on the upper level per detached dwelling.

Exterior dimensions shall be used to compute the required floor area, with garages, breezeways, basements, attics, and porches excluded. The residence and accessory buildings

constructed on any lot shall not in the aggregate cover more than thirty-five percent (35%) of the square footage of any such lot.

E. BUILDING LOCATIONS.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum set back lines shown on the recorded plat of the subdivision. In any event, no building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than twenty-five feet to any side street line. No building shall be located nearer than ten feet to an interior lot line. Fireplace cannot encroach side setback line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. As to any specific lot which is subject to these protective covenants, the building set back and interior lot lines minimums specified above in this covenant shall be subject to reduction to lesser minimums equal to those permitted by any variance granted by the Village of Powell Board of Zoning Appeals of other similar administrative board or agency having jurisdiction over the property covered by these protective covenants.

F. ARCHITECTURAL PLAN REVIEW.

No building or other permanent enclosed structure shall be constructed, erected, installed or maintained on any part of said lots, nor shall any substantial change or alteration thereof be made unless the same shall be done strictly in accordance with the plat, building plans and specifications thereof which the Declarant shall have approved prior to the commencement of any such work or use, which approval shall not be unreasonably withheld by the Declarant and shall be based upon whether the proposed improvements, including exterior material and colors are harmonious with improvements on neighboring properties, including the following:

(i) Roof Forms: All homes shall feature overhands of a minimum of six inches (6") and pitches from low to high to create interest. The minimum roof pitch shall be seven-twelfths (7/12) over the main house structure;

(ii) Exterior Materials: Siding shall be either wood lap siding, vinyl siding, brick, stone or stucco on all elevations. One hundred percent (100%) of the opaque exterior front walls shall be constructed of brick, stone, real wood lap siding, vinyl siding, stucco or a combination thereof. Vinyl siding shall be of a type, quality and color pre-approved by the Village of Powell Planning & Zoning Commission.

In the event, Declarant fails to approve such plan within thirty (30) days after submission to it, such plan shall be deemed automatically approved. Upon submission of plans and specification submitted to it, such approval shall be endorsed by the Declarant on such plans and specifications and the Declarant shall return one (1) set to the person submitting the same, and one (1) set shall be retained by the Declarant. If approval is denied by the Declarant to the plans and specifications

submitted to it, both sets shall be returned to the person submitting the same. The provisions of this paragraph shall not apply to any interior change, alteration, arrangement, or decoration or to any exterior maintenance or landscaping following the original construction of a dwelling and its accessory building and structures on a lot and the landscaping thereof which does not substantially change the appearance of such house, buildings, structures or landscaping.

G. LANDSCAPING.

Street Tree Program:

It is the intent of the proposed street tree program to help residents of Powell Place Phase IV, to form a community.

1. The street trees shall be provided by the property owners of each lot adjoining the street and shall be in place prior to final occupancy permit being issued by the municipality.

2. Each lot owner should plant and maintain a minimum of two (2) street trees. The number of street trees planted may go toward fulfilling the tree planting requirement of section 940.05 (A) 1. Zoning Ordinance of the Municipality of Powell, Ohio.

3. Trees should be planted at the front of the lot, 2 to 3 feet toward the house from the sidewalk.

3. The lot owner shall replace any tree which dies.

H. Tree planting shall be of 1 ½" minimum caliper and selected from the following Street Tree List:

Red Maple	Acer rubrum
Green Ash 'Marshall's Seedless'	Fraxinus pennsylvanica 'Schnecki'
American Sweetgum	Liquidambar styraciflua
Schneck Oak	Quercus shumardi
Japanese Pagodatree	Sophora japonica
Littleleaf Linden	Tilia cordata
Goldenraintree	Koelreuteria paniculata
Crabapple Astrosanguinea 'Snow Drift'	Malus sp. 'White Angel'

All mature trees within 60 feet of all intersections should be limed up to 8'-0" minimum assured clear site distance.

The tree location is to be ten (10) feet from fire hydrants.

Information on tree planting and care can be obtained from the Ohio Department of Natural Resources, Division of Forestry, Columbus, Ohio or the Agricultural Extension Service, The Ohio State University, Columbus, Ohio.

I. YARD LIGHTS.

Each detached single-family lot shall have one yard light, located 3.0 feet from the rear of the public walk, and 3.0 feet from the edge of the driveway nearest the front entrance of the house. It shall be controlled by a light sensitive switch device mounted on the post; there shall be no wall switch inside of the house. All fixtures shall be SL9045-I as manufactured by Thomas Industries, or as equal as approved by the Declarant or its successors.

J. NON-PERMANENT STRUCTURES.

No structure of a temporary character, storage tank, trailer, basement, shack, tent, garage, or other outbuilding shall be used on any lot at any time either temporarily or permanently, provided that trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a residence on any lot.

K. NUISANCES.

No noxious or offensive trade or activity shall be carried on upon the premises nor shall anything be done thereon which may be or become and annoyance or nuisance to the neighborhood. No clothing or other household fabrics may be hung in the open on any lot, and no clothesline or other outside drying or airing facilities shall be permitted.

L. FENCING.

No chain link, cyclone wiring, grape stake, or other similar type fencing shall be constructed on any lot. Wood fencing not to exceed 42 inches in height may be used at side and rear lot lines. Wood screening type fence may be erected not to exceed 72 inches in height above ground level and said screening type fence shall not be placed along property lines as a property divider. It is the Grantor's intent that the latter type fence be used only for patios and private areas. Fencing, other than aforementioned screening fence must provide a minimum of 2-1/2" open space between vertical boards. No fence of any type is to be erected between the front lot line and the building line.

M. LIVESTOCK AND POULTRY.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No more than two dogs or two cats or two pets which are permitted outdoors may be kept on any lot except when animals in excess of such numbers are less than three months old. Household pets kept on a leash or otherwise provided from straying onto other lots while outside.

N. BOAT, TRAILER, AND VEHICLE PARKING AND STORAGE.

No truck, trailers, motorcycle, boat, camper, bus, tent, house, car or recreational vehicle shall be parked or stored on any lot or street 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, motorcycle, boat, camper, recreational vehicle or commercial vehicle on the premises or street for a period not to exceed 48 hours in any thirty (30) day period.

O. VEHICLES NOT IN USE.

No automobile or motor vehicle shall be left upon any lot or street for a period longer than seven (7) days in a condition wherein it is not able to be operated on a 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 therefrom.

P. RUBBISH.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Q. ANTENNAS AND EXTERIOR APPURTENANCES.

No television or radio antenna, tower or mast, or satellite dish, whether rooftop or ground mounted, shall be erected or permitted on the exterior of any structure or lot.

R. ABOVE GROUND POOLS.

No above ground pool shall be permitted on any lot.

S. GRADING AND DRAINAGE.

The finished grade of any lot or lots or parts thereof shall comply with the finished grading and drainage plan as set out in the master plan of the subdivision subject to modification by the Municipal Engineer. Erosion and its effects in respect to the lots are not the responsibility of the Grantor. In the event of a dispute as to the compliance or non-compliance with the master grading plan for subdivision, the decision of the Village Engineer shall be final.

T. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except (1) on professional sign of not more than one square foot, (2) one sign of not more than five square feet advertising the property for sale or rent, or (3) signs used by a builder to advertise the property during the construction and sales period which shall meet the requirements of the municipal zoning code.

U. SIGHT DISTANCE AT INTERSECTIONS.

No fence or any portion of any fence of any type shall be erected or placed on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In addition, no fence, wall, hedge or shrub planting which obstructs sight elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at pointed fifty (50) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. These same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley pavement.

V. EASEMENTS.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and other instruments of record. Within the limits of these easements, the grade specified in the master grading plan must be complied with, and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of the utilities, or which may change the direction of the flow of drainage channels or may obstruct or retard the flow of water through drainage channels with the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

W. MAINTENANCE OF COMMON IMPROVEMENTS.

The maintenance of the common improvements in Powell Place Phases I, II, III, and IV in a well maintained, attractive and aesthetically appealing condition shall be responsibility of the Declarant until such time as those rights and responsibilities are granted to the Association of Homeowners. That responsibility shall include, but not be limited to, caring for and maintaining those improvements, including seeding and mowing when needed, general cleaning as required, and maintaining the unrestricted flow of water in drainage areas. The lot owners in Phase IV (Lots numbered 2603 through 2609) shall in no event be responsible for maintenance fees attributable to all common areas in excess of 7/157 of the total.

X. ASSESSMENTS AND ASSESSMENT LIENS.

1. Types of Assessments. The Declarant, for each Lot, hereby covenants, and each Lot owner, by acceptance of a deed to a Lot, (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Lot assessments, all of such assessments to be established and collected as hereinafter provided.

2. Elements-Apportionment; Due Dates.

(a) Annual Operating Assessments Prior to Turnover Date.

(1) At the time Declarant initially conveys each Lot to a bona fide Home purchaser, the purchaser of that Home and Lot shall make contribution of fifty dollars ($50.00) to the Association for use by the Association for current operations or reserves. Such initial contribution shall not be refunded or credited against future payments to the Association, and shall be in addition to all other assessments collected with respect to such Lot.

(2) Until control of the Association is turned over to the lot owners (the "Transfer Date"), the Declarant shall not pay any assessments with respect to such Lots owned by it or conveyed by it to persons related to it or to entities in which it owns an equity interest.

(b) Annual Operating Assessments After the Transfer Date.

(1) Promptly after the Transfer Date, and thereafter, prior to the beginning of each fiscal year of the Association, the Board shall estimate, and divide equally among the Lots subject to this Declaration of Covenants, Easements, Restrictions and Assessment lien, the expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, replacement, and other services to be provided by the Association;

b. the estimated next fiscal year's costs, if any, for insurance and bond premiums to be provided and paid for by the Association.

c. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

d. the estimated next fiscal year's cost for the operation, management and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate such expense equally among all Lots, and thereby establish the annual operating assessment for each separate Lot.

(3) The annual operating assessment shall be payable in advance on January 2 of each year.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Lots on an equal basis.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot owners.

(c) Special Assessments for Capital Improvements

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements and/or personal property to the extent that reserve therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefore, if the cost thereof in any fiscal year would exceed an amount equal to five percent of that fiscal year's budge, without the prior consent of Lot owners exercising no less than seventy-five percent (75%) of the voting power or Lot owners.

(2) Any such assessment shall be divided equally among all Lots, and shall become due and payable on such date or dates as the Board determines following written notice to the Lot owners.

(d) Special Individual Lot Assessments. The Board may levy an assessment against an individual Lot, or Lots, to reimburse the Association for those costs incurred properly chargeable by the terms hereof to a particular Lot (such as, but not limited to, the cost of enforcement of covenants and restrictions against a particular Lot, or arbitration costs properly chargeable against such Lot owner.) Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Lot owners subject thereto.

3. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective on the date determined by the Board. Written notice of the amount of any assessment shall be send by the Board to the lot owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, it to be paid in installments. Written notice shall be mailed or delivered to a Lot's owner's Lot unless the Lot owner has delivered written notice to the Board of a different address for such notices, in which event the Board shall mail such notice to the last designated address. Failure to have received such notice, for whatever reason, shall not be a defense to the Lot's owner's obligation to pay such assessment.

4. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at is option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable; (ii) charge interest on the entire unpaid balance, (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; (iii) charge a reasonable, uniform late fee, as determined from time to time by the Board; and (iv) restrict services to the Lot and strict use of the Associations Common Areas and of easements for the use thereof, by the owners and occupants of the Lot. Such service and use may be restricted until the assessments with respect to the Lot have been paid.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing lien in favor of the association upon the Lot against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, an affidavit regarding the non-payment of Assessments and restriction of the use of easements appurtenant to the Lot and the availability of services to such Lot, may be filed with the Recorder of Delaware Country, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Lot for which Assessments are unpaid, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other officer of the Association.

(d) Any Lot owner who believed that an assessment chargeable to his, her or its Lot has been improperly charged against that Lot, may bring an action in the Court of

Common Pleas of Delaware County, Ohio for the discharge of that assessment. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Lot, the court shall make such order as is just.

(e) Each such assessment together with interest and costs shall also be the joint and several personal obligations of the Lot owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner or owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to any lien upon the Lot for non-payment of Assessments, and the right of the Association to restrict the use of easements appurtenant to such lot and restrict services to such lot, or restrict the use of the Common Areas by the owners and occupants of the Lot, shall not be impaired or abridged by reason of the transfer.

(f) The Association, as authorized by the Board, may pursue any other remedy available to the Association pursuant to Ohio law, and without limited the generality of the foregoing, may obtain a lien to secure payment of delinquent assessments, interest, late charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and the owner or owners affected shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchased at the foreclosure sale. In any action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(g) No owner may waive or otherwise escape liability for the assessments provided for in these Covenants by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Lot.

5. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Y. TRANSFER TO ASSOCIATION.

The foregoing to the contrary notwithstanding, at any time the Declarant no longer wishes to retain the rights granted to it in this Declaration after December 31, 2004 it may transfer those rights to an Association of Homeowners upon the sale of seventy-five percent (75%) of the total lots in Phase IV, and by such written transfer this declaration will be deemed to the amended, so that every reference to "Declarant" or "Grantor" herein shall be changed to "Association" excepting therefrom Section F. Architectural Plan Review where Declarant shall retain architectural approval rights for the initial construction on each lot.

Z. ENFORCEMENT.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages, or both. This Declaration of Covenants, Easements, Restrictions and Assessment Lien may be enforced by the Declarant, each lot owner, the respective heirs, successors and assigns of the Declarant and each lot owner, the Village of Powell, Ohio and the Association.

AA. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.

BB. ADDITIONAL PROPERTY.

Additional real property, including lots in Phase I and Phase II of Powell Place, may be subjected to this Declaration of Covenants, Easements, Restrictions and Assessment lien upon the filing by the owner of the real property of a written instrument t that effect with the Delaware County Recorder.

CC. AMENDMENTS.

Amendment of this Declaration of Covenants, Easements, Restrictions and Assessment Lien shall require written consent of not less than seventy-five percent (75%) of the owners of the lots subject hereto.

Signed and acknowledged in presence of:

Witness

Print Name

Witness

Print Name

Dunmoor Investment Company L.L.C.

By: _____

Gary K. Dunn Member

STATE OF OHIO
COUNTY OF Delaware ss:

Before me, a notary public in and for said County and State, personally appeared Gary K. Dunn, Managing Member, on behalf of Dunmoor Investment Company L.L.C. on October 25th, 2002

Notary Public

SUSAN J. BLACK
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 1/21/2004