

QUITCLAIM DEED
Background

Centex Homes, a Nevada general partnership (hereinafter "Centex," "Grantor" or "Developer"), owns certain real property located in Franklin County, Grove City, Ohio (the "Property", as further defined in Article 1 hereof). The Developer intends to develop a residential community known as Claybrooke Crossing consisting of approximately two hundred nine (209) single-family lots and ninety-two (92) condominium units on the Property (the "Claybrooke Crossing Community", as further defined in Article 1 hereof).

The Claybrooke Crossing Homeowners Association, Inc. (the "Subdivision Association", as further defined in Article 1 hereof), a not-for-profit corporation, has been or will be established pursuant to the laws of the State of Ohio, for purposes of enforcing the Restrictions and Assessments (as defined in Article 1 hereof) with respect to the portion of the Property containing the two hundred nine (209) single-family lots (the "Subdivision", as further defined in Article 1 hereof).

Pursuant to the provisions of the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens for Claybrooke Crossing Community, of record at Instrument Number 200403220061747, records of the Recorder of Franklin County, Ohio (the "Master Restrictions"), the Owner of each Lot in the Subdivision shall be a member of the Claybrooke Crossing Community Association (the "Community Association"), as further defined in Article 1 hereof and the Owner of each Lot in the Subdivision shall be subject to the covenants, conditions, assessments and restrictions set forth in the Master Restrictions.


By this Quitclaim Deed (the "Deed") the Grantor intends to establish certain covenants, conditions, assessments and restrictions upon the use and development of the "Initial Property" (as further defined in Article 1 hereof), which covenants, conditions, assessments and restrictions shall be administered and enforced by the Subdivision Association.

By this Deed, the Grantor submits the Initial Property to the covenants, conditions, assessments and restrictions set forth herein and to the provisions of the Master Restrictions, and imposes upon the Initial Property the obligation to pay to the Subdivision Association and Community Association certain assessments as further set forth herein and in the Master Restrictions.

This Deed shall not be construed to impose covenants, conditions, assessments or restrictions upon the use and development of any portion of the Property (as hereinafter defined) except the Initial Property, unless and until such portion of the Property is Annexed to the Subdivision in accordance with Article 3 hereof.

Conveyance

The Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, remise, release and forever quitclaim to Terry E. Andrews, Trustee (the "Grantee"), his successors and assigns forever, the Initial Property.

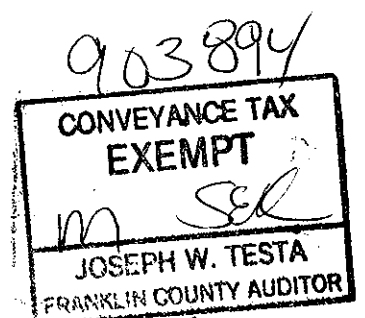
Exhibit "B" 
Attached Hereto

whose true mailing address is
570 Polaris Parkway, Suite 125
Westerville, Ohio 43082

TRANSFERRED

MAR 26 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO



TO HAVE AND TO HOLD the Initial Property, with all the privileges and appurtenances thereunto belonging to the Grantee, his successors and assigns forever, subject to taxes and assessments after date hereof, all legal highways, conditions, restrictions and easements of record.

Covenants, Conditions, Restrictions and Assessment Lien

The Grantor and the Grantee hereby agree that the Initial Property is conveyed, and shall be held, conveyed, hypothecated, encumbered, leased, occupied and otherwise used, improved and transferred, in whole or in part, subject to the conditions, covenants, restrictions, and lien for assessments, as set forth herein, all of which shall run with the Initial Property for all purposes and shall be binding upon and inure to the benefit of the Initial Property, the Grantor and the Grantee, together with their respective heirs, successors and assigns.

Prior Instrument Reference: Instrument Numbers 200304070100321
and 200304070100322 of the Recorder's Office, Franklin County, Ohio

Parcel Numbers are contained on Exhibit 1 attached hereto.

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ARTICLE 1

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article 1 shall, for all purposes of this Deed, have the meanings specified:

1.1 Annexed or Annexation: shall mean the process by which portions of the Remaining Property are made a part of the Subdivision.

1.2 Assessments or Assessment: shall have the meaning described in paragraph 6.01 below.

1.3 Board: shall mean the Board of Directors of the Subdivision Association, unless the Subdivision Association has yet to be established in which case the "Board" shall mean the Developer. The Board shall, until such time as the Developer, in its sole discretion, determines (but in no event beyond such time that 100% of the Lots have been sold to bonafide residential purchasers who intend to reside on such Lots), be comprised of three individuals, such individuals to be determined by the Developer in its sole discretion. Thereafter, the Board shall consist of seven (7) members to be selected by the vote of the members of the Subdivision Association.

1.4 Centex: shall mean Centex Homes, a Nevada general partnership, together with any successor or assign to which Centex specifically assigns any of its respective rights and which assumes any of its respective obligations hereunder by a written instrument.

1.5 Claybrooke Crossing and Claybrooke Crossing Community: shall mean the residential community located in Franklin County, Grove City, Ohio consisting of approximately two hundred nine (209) single-family lots and ninety-two (92) condominium units.

1.6 Code of Regulations: shall mean the Code of Regulations of Claybrooke Crossing Homeowners Association, Inc. governing certain activities and procedures of the Subdivision Association and its Board as it may be lawfully amended from time to time.

1.7 Community Association: shall mean the association to be formed of all Lot Owners and members of the Condominium Association for purposes of owning, operating, maintaining and administering certain easements and open spaces within the Claybrooke Crossing Community to be created as an Ohio not-for-profit corporation, and certain improvements constructed and developed or to be constructed and developed thereon, including without limitation, entranceway features, bike paths and landscaping.

1.8 Condominium Association: shall mean the association to be formed when a condominium is created in the Claybrooke Crossing Community by the Grantor to be created as an Ohio not-for-profit corporation.

1.9 Deed: shall mean this Quitclaim Deed.

1.10 Developer: shall mean Centex Homes, a Nevada general partnership, together with any successor or assign to which Developer specifically assigns any of its respective rights and which assumes any of its respective obligations hereunder by a written instrument.

1.11 Drainage Easements: shall have the meaning described in paragraph 7.22.

1.12 Dwelling: shall mean and include all structures to be used for residential purposes, together with all projections and extensions thereof and accessory structures, whether or not connected or attached, including, but not limited to, garages, porches, canopies, shelters, and storage areas.

1.13 Exempt Property: shall mean any portion of the real property comprising the Property or Subdivision (a) dedicated to public use or owned by the United States, the State of Ohio, Franklin County, Grove City, any municipal corporation, any school board, or any instrumentality, entity or agency of any of the foregoing, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, and for so long as such property is not used for residential or commercial purposes, or (b) owned by the Community Association,

Subdivision Association or Condominium Association, for so long as such property is not used for residential or commercial purposes.

1.14 Grantee: shall mean Terry E. Andrews, the Trustee hereunder, and any subsequent transferee of any interest in the Initial Property, including tenants, as defined herein, together with their respective heirs, personal representatives, successors and assigns.

1.15 Grantor: shall mean Centex Homes, a Nevada general partnership, together with any successor or assign to which Grantor specifically assigns any of its respective rights and which assumes any of its respective obligations hereunder by a written instrument.

1.16 Improvements: shall mean and include, without limitation, signage, drainage systems, earth mounds, plantings, pathways, entranceway features and necessary utility systems located within the Landscape Areas.

1.17 Initial Property: shall mean all real property comprising Claybrooke Crossing Sections 1, 2 and 4, as further described on Exhibit B attached hereto and incorporated herein.

1.18 Landscape Areas: shall have the meaning set forth in Article 9 of this Deed.

1.19 Landscape Easements: shall have the meaning set forth in Article 9 of this Deed.

1.20 Lot or Lots: shall mean any portion of the Subdivision (other than Exempt Property) whether improved or not, and whether owned singly or in common with others which portion is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed or collected (or which could be imposed or created) by Franklin County. If Franklin County shall ever cease to impose or collect real estate taxes, then such term shall mean and refer to such parcels, lots, living units, and improvements as are set forth, designated, and delineated in a declaration filed by the Subdivision Association in the appropriate public office, which declaration may be modified and amended from time to time by the Subdivision Association, in its sole discretion. "Lot" or "Lots" shall not include the Exempt Property.

1.21 Master Restrictions: shall mean the covenants, restrictions, assessments and conditions contained in the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens for Claybrooke Crossing Community, of record in Instrument Number 200403220061747, records of the Recorder of Franklin County, Ohio.

1.22 No Build Zones: shall have the meaning described in paragraph 7.19.

1.23 Owner: shall mean the holder of record in title to the fee interest in any Lot, whether or not such title holder actually resides on or in any part of the Subdivision.

1.24 Plat: shall mean, collectively, the plat of Claybrooke Crossing Section 1 recorded in Plat Book 102, Pages 88, 89, 90 and 91, of the Office of the Recorder, Franklin County, Ohio, the plat of Claybrooke Section 2 recorded in Plat Book 103, Pages 88,89 and 90, of the Office of the Recorder, Franklin County, Ohio, and the plat of Claybrooke Section 4 recorded in Plat book 103, Pages 91 and 92, of the Office of the Recorder, Franklin County, Ohio.

1.25 Property: shall mean and refer to the property located in the State of Ohio, County of Franklin, Grove City, as more fully described on Exhibit A attached hereto and incorporated herein, together with such additional property, easements, rights-of-way and other rights as may compose or benefit the Claybrooke Crossing Community.

1.26 Remaining Property: shall mean all real property comprising the Property excepting therefrom the Initial Property.

1.27 Residents: shall mean and include: (a) each person lawfully residing on or in any part of a Lot; and (b) members of the immediate family of each such person actually living in the same household with such person.

1.28 Restrictions: shall mean the covenants, restrictions, assessments and conditions contained herein, as they now appear or as they may hereafter be amended or supplemented.

1.29 Subdivision: shall mean the Initial Property and all portions of the Remaining Property Annexed to and being a part of the single-family residential community known as Claybrooke Crossing Community.

1.30 Subdivision Association: shall mean Claybrooke Crossing Homeowners Association, Inc., an Ohio not-for-profit corporation, and its successors and assigns. Each Owner shall automatically upon his/her purchase of a Lot become a member of the Subdivision Association.

ARTICLE 2

GENERAL CHARACTER AND PURPOSES

The Initial Property is subject to the within Restrictions to insure the proper usage and most appropriate development of each Lot. It is the intent of these Restrictions to insure that the Subdivision will be maintained as an attractive single-family residential community.

ARTICLE 3

EXPANSION

The Developer reserves the right, but shall not be obligated, to expand the Subdivision beyond the Initial Property to include all or part of the Remaining Property. (The Developer shall have the unilateral right to transfer to any other person the right to expand the Subdivision, hereby reserved, by an instrument duly recorded.) Such expansion may be accomplished by and shall be effective upon, the filing for record with the Franklin County Recorder those documents necessary to impose covenants, restrictions, assessment liens and conditions in form and substance substantially similar to the Restrictions on any real property being Annexed to the Subdivision. Such Annexation shall not require the consent of the Owners. The expansion may be accomplished in stages.

ARTICLE 4

SUBDIVISION ASSOCIATION

4.01 Establishment of Subdivision Association: The Subdivision Association has been or will be formed as an Ohio not-for-profit corporation. The Subdivision Association shall have the duties, powers and rights set forth in this Deed, its Articles of Incorporation and its Code of Regulations and pursuant to applicable law.

4.02 Board of Directors: The affairs of the Subdivision Association shall be managed by the Board. The Board shall have the duties, powers and rights set forth in this Deed and in the Articles of Incorporation of the Subdivision Association and/or the Code of Regulations.

4.03 Powers and Duties of the Subdivision Association: The Subdivision Association shall have the following powers and duties, which powers and duties shall be exercised by and through the Board:

(a) To enforce, either in the name of the Subdivision Association, or in the name of an Owner or Resident, any and all of the Restrictions.

(b) To establish policies and procedures relative to the exercise of its powers and duties.

(c) To establish and amend and/or modify the Articles of Incorporation of the Subdivision Association or the Code of Regulations.

(d) To estimate, assess and collect Assessments, as provided in Article 6, below, and to otherwise undertake such actions as are necessary to enforce all of the rights and remedies of the Subdivision Association.

4.04 Authority to Enter into Contracts: The Subdivision Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the

exercise of any one or more of the various powers and authority granted to and duties to be performed by the Subdivision Association hereunder, and to delegate such powers and authority to any agent or employee of the Subdivision Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Subdivision Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Subdivision Association.

4.05 Observation of Laws: The Subdivision Association shall at all times observe all applicable city, state, county and federal laws. If at any time any of the provisions herein pertaining to the Subdivision Association shall be found to be in conflict with any such applicable laws, then such parts of the provisions as are in conflict with such laws shall become null and void but no other parts as are not in conflict therewith shall be affected thereby.

ARTICLE 5

COMMUNITY ASSOCIATION

5.01 Purposes. As further described in the Master Restrictions, the purposes of the Community Association are, among other things, to own, and/or have easements with respect to, and repair, maintain and regulate use of, various facilities and amenities in the Claybrooke Crossing Community that benefit all of the Claybrooke Crossing Community and its members, initially including drainage or retention areas, walking and biking trails and paths, green and landscaped areas, entryway features, improvements and such other amenities as serve the Claybrooke Crossing Community, as determined initially by Grantor, and after Grantor no longer controls the Community Association, its Board of Directors.

5.02 Membership. As further described in the Master Restrictions, the Community Association is and shall be an association of all present and future Owners of Lots and owners of condominium units in the Claybrooke Crossing Community. Initially, members of the Community Association will consist of all Owners of Lots in the Subdivision, as presently constituted, but will eventually include the Owners of all Lots in the Subdivision, when and as those Lots are created by subdivision plat and subjected to the plan hereof, and the owners of each condominium unit in Claybrooke Crossing, when and as those condominium units are created by declarations of condominium and amendments thereto, and the condominium unit owners are subjected to mandatory membership in the Community Association by the provisions thereof or amendments to the Master Restrictions. Each Lot in Claybrooke Crossing subjected to the provisions hereof (initially, those in the Subdivision, as presently constituted), and each condominium unit in Claybrooke Crossing created hereafter by virtue of declarations of condominium and amendments thereof, containing provisions requiring the owners thereof to be members of the Community Association, or by amendment to the Master Restrictions, shall thereafter be held, sold, and conveyed subject to the requirement that the Owner or Owners thereof be members of the Community Association, subject to the provisions of its governing documents, and subject to the provisions hereof specifically made applicable to members of the Community Association.

ARTICLE 6

ASSESSMENTS

6.01 Assessments. Subject to the provisions of this Article 6, each Lot and its Owner or Owners, other than Exempt Property, shall be subject to assessments as provided in this Article 6 (the "Assessments," and, individually, an "Assessment"), and the Owner or Owners of each Lot, by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), covenant and agree to pay such Assessments.

The Board may levy an Assessment against any Lot and the Owners thereof to reimburse the Subdivision Association for costs incurred in enforcing the Restrictions against such Lot and/or Owners and for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and

enforcement charges by the Subdivision Association reasonably determined to be an Assessment by the Board. Upon its determination to levy an Assessment, the Board shall give the affected Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Assessment ten (10) days prior to the effective date of the levy of any such Assessment. The Board may levy an Assessment in the nature of an administrative charge reasonably determined by the Board against the Lot of any Owner who violates any provision of the Subdivision Association governing documents, or who suffers or permits the guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Subdivision Association governing documents, including the Restrictions contained herein. In addition, each Lot and the Owners thereof are subject to certain assessments and assessment liens which may be imposed on such Lots and their Owners by the Community Association pursuant to and in accordance with the Master Restrictions. The Board of the Subdivision Association shall also have the right, but not the obligation, on a case-by-case basis, as agreed with the Board of Directors of the Community Association, to assess and collect assessments by the Community Association on individual Lots and their Owners for similar charges levied by the Community Association, on the same basis as all other Assessments.

6.02 Remedies.

(a) Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.

(b) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Subdivision Association to institute and prosecute to completion an action at law on behalf of the Subdivision Association against the Owner or Owners personally obligated to pay any delinquent Assessment and/or an action to foreclose the Subdivision Association's lien or liens against a Lot for unpaid Assessments owed by that Lot and the Owners thereof. In any such action, interest and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owners and the Lot to the extent permitted by Ohio law.

(c) Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Subdivision Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Subdivision Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any officer, authorized agent or the manager of the Subdivision Association or its authorized representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Subdivision Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

(d) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on the Lot recorded prior to the date on which such lien of the

Subdivision Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

(e) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot (for which a certificate of lien has been filed by the Subdivision Association) has been improperly charged against that Lot, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. 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, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

(f) Notice of Discharge. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Subdivision 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.

(g) Suspension of Vote and Use of Common Facilities. If any Assessment, or any portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Subdivision Association matters and privileges to use the common areas of the Subdivision Association, if any, and the right to use the Subdivision Association's facilities and to vote, as a member of the Subdivision Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

ARTICLE 7

DEVELOPMENT RESTRICTIONS

As used in this Article 7, the term Initial Property shall exclude Exempt Property. The following Restrictions pertaining to use shall be applicable to the Initial Property:

7.01 Architectural Control: No Dwelling or driveway or any addition thereto or alteration thereof shall be erected, placed or suffered to remain upon any Lot unless or until the size, location, type and style of architecture, materials of construction, color and texture scheme, type and character of all windows, doors, exterior light fixtures, gutters, nails, decorative walls, fences, chimneys, walkways and garage openings, grading and drainage plan of the Lot, including the grade elevation of the Dwelling and orientation of the Dwelling to the topography, plot plan showing the proposed location of the Dwelling upon the Lot, including setbacks, and the plans and specifications therefore have been submitted in writing to and approved by the Developer which approval shall not be unreasonably withheld or delayed. Such plans and specifications may be revised and resubmitted until such time as Developer approves such plans and specifications. If satisfactory plans and specifications are not received and approved by the Developer within one (1) year following conveyance of title to said Lot Owner (or such extension of time as Developer may, in its sole discretion, extend), Developer reserves and each Lot Owner, by acceptance of a deed to a Lot, acknowledges the right of the Developer (and its successors and assigns), at its option, to repurchase the Lot at the original purchase price thereof as evidenced by the closing statement executed at the time of purchase. If Developer fails to approve or disapprove such plans and specifications within thirty (30) days after submission to Developer, such plans and specifications which have been submitted in accordance with the terms hereof shall be deemed to have been approved by the Developer. Developer retains the right to inspect all construction work at all reasonable times to insure compliance herewith and

with the plans and specifications as approved. If Developer ceases to exist and this right of approval shall not have been specifically assigned to a successor in interest (which assignment shall be in writing and filed with the Recorder of Franklin County, Ohio), then the approval required hereunder shall be unnecessary and the provisions of this Section shall be inoperative.

Each Owner acknowledges that the Developer shall not be responsible or liable to said Owner or to any other Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall it be liable for any expenses entailed to any Owner in the preparation, submission and, if necessary, re-submission of proposed plans and specifications.

7.02 Fences: Except as set forth in this Section 7.02 and elsewhere in these Restrictions, and except as may otherwise be approved by the Developer, fences are permitted under the following conditions:

(a) No fence or wall shall be erected, placed or suffered to remain on any Lot closer to the street than the building setback line(s) as shown on the Plat, nor shall any fence or wall be greater than four (4) feet in height.

(b) No portion of any Lot nearer to any street than the building setback line(s) as shown on the Plat shall be used for any purpose other than that of lawn. Subject to paragraph 7.18, nothing herein contained shall be construed to prevent the use of such portion of any Lot for walks, drives, planting of trees or shrubbery, growing of flowers or other ornamental plants.

(c) Plastic and wire, chain link, or other non-decorative metal fences are prohibited. Wood and/or vinyl fences will be permitted along property lines. Vinyl and/or wire mesh may be added to the split rail fences for pet control.

(d) Decorative wrought iron (or aluminum fences with the appearance of wrought iron) fencing will be permitted around in-ground pools. Notwithstanding the foregoing, fences located immediately adjacent to Dwellings for the purpose of screening, if approved by the Developer pursuant to Section 7.01, may be greater in height than four (4) feet, but in no event greater than five (5) feet. Such fences in excess of four (4) feet in height shall be permitted in conjunction with screening requirements of a deck, patio, whirlpool, or hot tub improvements.

(e) Underground electric ("invisible fencing") for the purpose of pet control shall be permitted on any Lot.

7.03 Completion: All construction on any Lot shall be completed within eighteen (18) months after the start thereof.

7.04 Land Use: Each Lot shall be used and occupied solely and exclusively for the purpose of a private residence by a single family and no more than one (1) single family private residence building, not to exceed two (2) stories in height, shall be erected, placed or suffered to remain thereon.

7.05 Setback: No Dwelling or any part thereof shall be located on any Lot nearer to the lot line(s) than the minimum building setback line(s) shown on the Plat. For this purpose, eaves, steps and open porches shall not be considered. A variance in setback requirements granted by Grove City for a Lot shall be considered a variance for purposes of these Restrictions for such Lot.

7.06 Utilities: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. All utility lines serving the Property shall be located underground unless otherwise required by the respective utility company.

7.07 Permanent Outside Storage Buildings: No metal storage building shall be erected, placed or suffered to remain on any Lot. However, permanent outside buildings or sheds may be constructed only with the approval of the Developer pursuant to Section 7.01 of this Deed; and in any event may only be constructed with the same building materials and colors as the Dwelling

on the Lot. If approved by the Developer, the Lot Owner must also obtain all necessary governmental approvals.

7.08 Mailboxes and Driveways: All mailboxes serving Dwellings shall be constructed of wood and have reflective numbers, and shall be of uniform type, grade and color, as approved by the Developer. No driveway shall be constructed or suffered to remain on any Lot which is not asphalt, brick or concrete.

7.09 Storage Tanks: No above-ground storage tank(s), including but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted on any Lot, except that propane tanks not exceeding twenty (20) pounds in weight shall be permitted for use with gas grills. All fuel tanks installed on any Lot must satisfy State of Ohio Environmental Protection Agency requirements.

7.10 Lot Maintenance and Nuisances: No Lot, Dwelling or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair and all Dwellings and improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Developer. Each Owner for such Owner and his, her or its respective personal representatives, heirs, successors and assigns hereby grant to the Subdivision Association and the Community Association the right to make any necessary alterations, repairs or maintenance approved by the Developer to carry out the intent of this provision and further agrees to reimburse the Subdivision Association and the Community Association for any expenses actually incurred in carrying out the foregoing (which expenses may be assessed and collected in the manner provided in Article 6, and shall become a lien upon the Lot as provided in Article 6). No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood. No well, either temporary or permanent, for gas, water, oil or other substances shall be erected, placed or suffered to remain upon any Lot; nor shall any Lot be used for any purpose which may endanger the health or unreasonably disturb the quiet possession of the Owner(s) of a Lot.

7.11 Temporary Structures: Except for construction purposes, no structure of a temporary character, trailer, basement, tent, shack, shed, barn, garage or other outbuilding shall be placed on any Lot as a temporary or permanent residence, or for storage, without Developer's consent.

7.12 Swimming Pools and Hot Tubs: All swimming pools and hot tubs not otherwise prohibited by these Restrictions shall be visually screened by decorative fencing or landscaping. Such decorative fencing and landscaping shall require the prior written approval of the Developer in accordance with the provisions of Section 7.01.

7.13 Signs: No sign of any kind shall be displayed to the public view on any Lot except: one (1) professional sign of not more than one (1) square foot may be attached to the front of a Dwelling; one (1) temporary sign of not more than six (6) square feet advertising the premises for sale may be placed upon each Lot, and other signs as may be approved by the Developer intended to be used by a builder to advertise the premises during the construction and sales period. The Developer reserves the right to establish standards for uniform signage and the total number of signs to be used by each builder and real estate broker during the construction and sales period as to Lots. The Developer reserves the right to permit signage at the entrances to the Initial Property from Haugh Road and Old Haugh Road to advertise the sale of Lots and model homes. The provisions of this paragraph 7.13 are in addition to the requirements of the Zoning Code of Grove City and all signs must comply with the Zoning Code of Grove City and any permits required by the Zoning Code of Grove City must be obtained.

7.14 Animals: No animals or insects of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept or bred for any commercial purpose. No more than a total of four household pets may be kept on any Lot except dogs or cats in excess of such numbers that are less than four months of age. No wild or vicious animals shall be kept upon any Lot at any time. Outdoor doghouses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Developer.

7.15 Vehicles, Boats, Campers: No trucks, commercial vehicles, boats, trailers, campers, mobile homes, or other recreational vehicles shall be parked or stored within the Initial Property unless the same are in a garage, provided, however, that nothing herein contained shall prohibit the reasonable use of such vehicles as may be necessary during the construction of the Initial Property and the Dwellings therein, and provided further, that nothing herein contained shall prohibit the occasional parking of such vehicles for a period not to exceed twenty-four (24) hours in the aggregate during any thirty (30) day period.

7.16 Waste Disposal: No Lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be removed from the view of the street and from abutting properties.

7.17 Street Lights. Decorative street lights shall be provided by the Developer.

7.18 Sight Distance at Intersection: No fence, wall, hedge or planting which obstructs sight lines at elevations of between two (2) and six (6) feet above the roadways shall be erected, placed or suffered to remain upon any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the property lines so extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The provisions of this paragraph 7.19 are in addition to any applicable governmental statutes or regulations and no fence, wall, hedge or planting otherwise permitted by this paragraph 7.18 will be permitted if such object would constitute a violation of any governmental statute or regulation.

7.19 No Build Zones: The recorded plat for Claybrooke Crossing Section 1 identifies certain "No Build Zone" areas (the "No Build Zones") that affect Lots 25 through 31, inclusive (the "No Build Zone Lots"), of the Property. The No Build Zones shall run with the No Build Zone Lots in perpetuity so that no structure (except utility structures) shall be erected in or permitted to extend to such No Build Zones, nor shall any work be performed thereon which would damage any of the trees thereon, provided, however, that the Developer may perform such construction and other activities in such No Build Zones as may be necessary for efficient development of the Property. The foregoing restrictions shall not prohibit the installation or maintenance of fences, landscaping, landscaping walls or mounds, trees, shrubs or other similar landscaping materials not otherwise prohibited by the Restrictions contained in this Deed, so long as such improvements do not block or impede drainage. In the event that landscaping or mounding is installed in the No Build Zones by the Developer, such improvements by the Developer may not be altered or removed from the No Build Zones without the prior written approval of the Developer or its successors or assigns.

7.20 Driveways. The recorded plat for Claybrooke Crossing Section 1 and the Final Development Plan for the Claybrooke Crossing Community, which was approved on November 18, 2002 by Resolution No. CR-78-02 (the "Development Plan"), impose restrictions on the location of certain driveways in the Claybrooke Crossing Community. The driveway for each of Lots 1, 2, 3, 4, 5, 7, 34, 36, 37, 38, 39, 40 in Claybrooke Crossing Section 1 and Lots 61, 62, 63 and 64 in Claybrooke Crossing Section 2 shall be located in accordance with the driveway locations shown on the Development Plan and/or the Plat. Lots 1, 2, 3, 4, 5, 7, 34, 36, 37, 38, 39 and 40 in Claybrooke Crossing Section 1 correspond with Lots 28, 27, 26, 25, 24, 22, 35, 33, 32, 31, 30 and 29, respectively, in the Development Plan and Lots 61, 62, 63 and 64 in Claybrooke Crossing Section 2 correspond with Lots 119, 120, 114 and 113, respectively, in the Development Plan.

7.21 Miscellaneous Restrictions: The following structures, improvements and activities shall not be permitted on any Lot:

- (a) above-ground swimming pools;
- (b) whirlpools and hot tubs greater than one hundred (100) square feet;
- (c) clothes lines or other similar exterior hanging devices;
- (d) satellite receiver ("dish") in excess of twenty-four (24) inches in diameter;

- (e) solar energy collector panels or attendant hardware or other energy conservation equipment unless it is an integral and harmonious part of the architecture or design of the Dwelling, as determined in the sole discretion of the Developer;
- (f) antennas extending more than twenty-four (24) inches above the finished grade of the roof of any Dwelling;
- (g) windmills, wind generators or other apparatus for generating power from the wind;
- (h) the hanging in the open of any clothing or other household fabrics, other than flags;
- (i) hunting, fishing or trapping;
- (j) the discharge of firearms or use of fireworks; and
- (k) the burning of open fires, except for domestic use of commercially made barbeque grills or outdoor fireplaces.

All permitted antennas and dishes shall be placed toward the rear of the Dwelling so as to not be visible from the street.

7.22 Dwelling Sizes: No Dwelling shall exceed two stories or thirty-five (35) feet in height and all Dwellings shall conform to the following building requirements.

- (a) The minimum floor area requirement for each Dwelling (exclusive of basements, open porches, garages, and unfinished areas) erected, placed or structurally altered on any Lot shall be a minimum of:
 - (i) Two Story: One Thousand Eight Hundred (1,800) square feet;
 - (ii) One Story or Ranch: One Thousand Six Hundred (1,600) square feet; and
 - (iii) One and One-Half Story: One Thousand Six Hundred (1,600) square feet.
- (b) All Dwellings built on Lots with widths of less than eighty (80) feet shall have a minimum floor area width of One Thousand Nine Hundred (1,900) square feet.
- (c) Each Dwelling shall have an attached garage of a size reasonably intended to accommodate at least two (2) automobiles.

7.23 Drainage, Grading and Drainage Easements. No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes; no mounds, knobs, dams or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the prior written consent of the Developer. No improvements shall be made in any manner whatsoever which may damage or interfere with the installation or use of utilities or which are inconsistent with the master grading plans established by the Developer for the Claybrooke Crossing Community, as they now exist or may hereafter be modified from time to time, without the prior written consent of the Developer. Developer, the Subdivision Association and the Community Association and their respective representatives shall have joint and several rights to enter upon any Lot and any portion of the Subdivision and remedy or repair any such destruction, alteration, modification or improvement without being guilty of trespass and without liability to any Owner with respect to the same or the consequences thereof. Whenever, because of construction of improvements or for some other reason, silt would run onto any adjacent property, the Owner of such violating property shall be obligated to provide a means of siltation control to prevent silt from running off of such property onto adjacent property. The Plat identifies certain "Drainage Easements" that affect certain Lots. Such Drainage Easements shall run with such Lots in perpetuity and no above-grade structures, dams or other obstructions to the flow of storm water runoff are permitted within such Drainage Easements.

7.24 Abatement and Suit: Violation or breach of any of these Restrictions shall give to the Subdivision Association, the Community Association and to the Developer the joint and several right to enter the property involved and abate and remove the same at the expense of the Owner of the property involved (which expenses may be assessed and collected in the manner provided in Article 6, and shall become a lien upon the Lot as provided in Article 6) or to proceed at law or in equity against such Owner or any person or persons who have violated or are attempting to violate them from doing so, and to cause said violation or attempted violation to be remedied, or to recover damages therefor. In any legal or equitable proceedings for the

enforcement of the provisions of these Restrictions, the unsuccessful party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be affixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7.25 Construction and Severability: These Restrictions shall be construed toward their strict enforcement whenever reasonably necessary to insure a uniform and harmonious and planned development and use of the Initial Property and, if necessary, they shall be so extended and enlarged by reasonable implication so as to make them fully effective to accomplish said purpose. The reasonable construction placed upon them by the Developer or the Board in good faith shall be final and binding as to all persons and property benefited or bound thereby. The invalidity of any provision hereof or any part thereof shall not affect the remaining provisions hereof or parts thereof, nor shall any failure by the Developer, the Subdivision Association or the Community Association, of or to enforce any provisions hereof or parts thereof, however long continued (except in the case of a specific waiver thereof), to object to any breach of or to enforce any provision which is contained herein, be deemed as a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

7.26 Governmental Regulations: The Initial Property is subject to all present and future applicable laws, ordinances, rules, regulations and orders (including but not limited to zoning regulations) of the United States Government, the State of Ohio, Franklin County, Grove City and any other political subdivision and any administrative agency of any of the foregoing. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rules, regulations and orders. In the event of any conflict between any such applicable laws, ordinances, rules, regulations and orders and these restrictions, the most restrictive provisions shall govern and control.

ARTICLE 8

PERSONAL LIABILITY FOR ASSESSMENTS

In addition to taking subject to the Assessments, each Owner of each Lot by the acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in such deed or instrument of conveyance, and every other Owner, regardless of how he or it acquired title to a Lot, shall be deemed to have agreed to be personally liable for the payment of such Assessments.

ARTICLE 9

RIGHTS OF ENJOYMENT IN THE PROPERTY AND LANDSCAPE EASEMENTS

The Developer intends to convey, reserve or assign to the Community Association, subsequent to the recordation of this Deed and subsequent to the reconveyance of the Initial Property to Developer, certain property interests in certain portions of the Claybrooke Crossing Community and the Subdivision and, if applicable, the Improvements located thereon. Said property interests shall include, but not be limited to, easements across certain Lots designated as Landscape Easements or Landscape Buffers on any plat or other recorded instrument (collectively, the "Landscape Easements"), for the purpose of maintaining and replacing pathways and landscape materials, including, but not limited to fencing, entranceway features, entry wall(s), lighting, irrigation, plants, earth mounds, and drainage tiles, within the portions of the Subdivision comprising the areas of such Landscape Easements (the "Landscape Areas"). As to the Remaining Property, the Landscape Areas shall be designated and limited on the plat(s) of the respective property Annexed to and comprising the Subdivision. Unless otherwise provided herein or on the plat creating the Landscape Area, all Landscape Areas shall be non-exclusive and any Owner of any Lot burdened by a Landscape Area may use the Landscape Area so long as said use does not impair the structural integrity or purpose of the Improvements constructed thereon or unreasonably interfere with the purposes of the respective Landscape Easement. The recorded plat for Claybrooke Crossing Section 2 identifies a Landscape Easement that affects Lot 60 for purposes of installing/constructing, operating, using and maintaining landscaping, landscaping features and entranceway features thereon. The recorded plat for Claybrooke Crossing Section 2 also identifies a Landscape Buffer that affects Lots 54, 55, 56, 57, 58, 59 and 60 for purposes of landscaping, landscaping features (including earth mounding) and fencing. Such Landscape Buffer shall be deemed a Landscape Easement/Landscape Area pursuant to this

Article 9 and no Owner of any such Lot may interfere with the Community Association's right of entry and easement rights nor may any Owner permit any additional landscaping or improvements (including fencing) to be erected in, or make any alterations to, such Landscape Area except for such fencing, earth mounds and other landscaping as may be installed by the Developer or the Community Association.

ARTICLE 10

PERIOD OF DURATION

These Restrictions, and the charges, assessments and liens provided for herein, shall be deemed to run with the land; shall continue in full force and effect for a period of forty (40) years from the date hereof; and shall be automatically reinstated for a period of ten (10) years unless earlier terminated with the consent of members exercising not less than ninety percent (90%) of the voting power of all members.

ARTICLE 11

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Initial Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, assessment, charge, lien and restriction contained herein whether or not a reference to these Restrictions is contained in the instrument by which such person acquired an interest in said property.

ARTICLE 12

EASEMENTS

Grantee and Grantee's successors and assigns hereby agree to grant utility easements to the Developer, the Subdivision Association or to the Community Association for the purpose of constructing utility lines over or through the Initial Property. The Developer, Subdivision Association, or the Community Association, as the case may be, shall present to Grantee, or Grantee's successors and assigns, a survey of any proposed easement which shall be subject to approval, and which approval Grantee or Grantee's successors and assigns agree will not be unreasonably withheld. Subject to the aforesaid approval, Grantee and Grantee's successors and assigns agree to execute all appropriate papers and documents to accomplish the foregoing.

ARTICLE 13

RIGHTS OF MORTGAGEE

Any institutional holder or insurer of a first mortgage upon any Lot, upon written request to the Subdivision Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

1. Any proposed amendment to the Restrictions;
2. Any proposed termination of the Subdivision Association; and
3. Any default under the provisions hereof which gives rise to a cause of action by the Subdivision Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

ARTICLE 14
MUTUALITY

All restrictions, conditions, liens for assessments, and covenants contained herein are made for the direct mutual and reciprocal benefit of the Developer, the Subdivision Association, the Community Association, and the Grantee and their successors and assigns; these Restrictions shall create mutual equitable servitudes upon the Property; these Restrictions shall create reciprocal rights and obligations between the respective owners of all Lots and privity of contract and estate between all Grantees thereof; and these Restrictions shall, as to the Owner of any such Lot, his heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such Lots and the Owners thereof.

ARTICLE 15
INTERPRETATION

In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these Restrictions, the interpretation by the Board shall be final and conclusive upon all interested parties.

ARTICLE 16
FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS

Failure of the Developer, the Subdivision Association, the Community Association or any Owner to enforce any of these Restrictions shall in no way be deemed a waiver of the rights to do so thereafter or the right to enforce any other of the provisions hereof.

ARTICLE 17
PARAGRAPH HEADINGS

The paragraph headings are intended for convenience only and are not intended to be a part of these Restrictions in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

ARTICLE 18
EFFECT OF INVALIDATION

If any provision of these Restrictions 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.

ARTICLE 19
AMENDMENTS

So long as Developer owns property in the Claybrooke Crossing Community, Developer may unilaterally amend the Restrictions if such amendment is:

- (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order;
- (b) necessary to enable any reputable title insurance company to issue title insurance coverage on any Lot; or
- (c) necessary to correct errors;

provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing.

Any amendment, to be effective, must be recorded in the office of the Recorder of Franklin County, Ohio.

The amendment may not remove, revoke or modify any right or privilege of Developer without the written consent of Developer, or its assignee of such right or privilege, nor shall any such amendment increase Developer's rights hereunder, except to the extent all Owners' rights are increased in the same measure, or relieve Developer of any obligations hereunder.

The Grantor and Grantee intend that this covenants shall run with the land and shall not be deemed a personal covenant. The Grantor may enforce this covenant against any subsequent grantees as well as against the original Grantee, its successors and assigns. The Grantor and Grantee do not intend this covenant to negate in any way the purpose of uniform development of the Claybrooke Crossing Community.

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 all or any part of the Remaining Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of Franklin County, Ohio, an amendment to this Deed specifying that such Remaining Property is part of the Claybrooke Crossing Community. Such an amendment made by Grantor shall not require the joinder or signature of the Subdivision Association, the Community Association, other Owners, mortgagees, or any other person. In addition, such amendments to these 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 Remaining Property.

In addition, this Deed may be amended or modified after the date Grantor no longer owns property in the Claybrooke Crossing Community with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of the members of the Subdivision Association and provided that the consent of all members of the Subdivision Association shall be required for any amendment which affects a change in the voting power of any member of the Subdivision Association, or the fundamental purpose for which the Subdivision Association is organized. Any amendment to this Deed adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Deed by the president and the secretary of the Subdivision Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Franklin County, Ohio.

ARTICLE 20

DEVELOPER'S RIGHT TO REPLAT DEVELOPER'S PROPERTY

Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portions of the Property; provided, however, that only real property owned by the Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

The Grantor and Grantee intend that this covenant shall run with the land and shall not be deemed a personal covenant. The Grantor may enforce this covenant against any subsequent grantees as well as against the original Grantee, its successors and assigns. The Grantor and Grantee do not intend this covenant to negate in anyway the purpose of uniform development of the Property.

[Signatures contained on following page.]

IN TESTIMONY WHEREOF, Centex Homes, a Nevada general partnership, has hereunto caused these presents to be subscribed by Centex Real Estate Corporation, a Nevada corporation, by Wayne Zill, its Division President, this 25 day of March, 2004.

CENTEX HOMES

By: Centex Real Estate Corporation

By:

Wayne Zill Division President

STATE OF OHIO

:

SS.

COUNTY OF DELAWARE

:

Executed before me on 25 day of March, 2004, by Wayne Zill, the Division President of Centex Real Estate Corporation, a Nevada corporation and the Managing General Partner of Centex Homes, a Nevada general partnership, for and on behalf of the partnership.

Mary C. Dalbey
Notary Public



Mary C. Dalbey
Notary Public-State of Ohio
My Commission Expires
October 27, 2004

Instrument Prepared By:
Plank & Brahm
A Legal Professional Association
145 East Rich Street
Columbus, Ohio 43215-4510
(614) 228-4546

EXHIBIT 1
(Parcel Numbers)

<u>Lot #</u>	<u>Parcel #</u>	<u>Lot #</u>	<u>Parcel #</u>
1	040-11922-00	45	040-12260-00
2	040-11923-00	46	040-12261-00
3	040-11924-00	47	040-12262-00
4	040-11925-00	48	040-12263-00
5	040-11926-00	49	040-12264-00
6	040-11927-00	50	040-12265-00
7	040-11928-00	51	040-12266-00
8	040-11929-00	52	040-12267-00
9	040-11930-00	53	040-12268-00
10	040-11931-00	54	040-12269-00
11	040-11932-00	55	040-12270-00
12	040-11933-00	56	040-12271-00
13	040-11934-00	57	040-12272-00
14	040-11935-00	58	040-12273-00
15	040-11936-00	59	040-12274-00
16	040-11937-00	60	040-12275-00
17	040-11938-00	61	040-12276-00
18	040-11939-00	62	040-12277-00
19	040-11940-00	63	040-12278-00
20	040-11941-00	64	040-12279-00
21	040-11942-00	65	040-12280-00
22	040-11943-00	66	040-12281-00
23	040-11944-00	67	040-12282-00
24	040-11945-00	68	040-12283-00
25	040-11946-00	69	040-12284-00
26	040-11947-00	70	040-12285-00
27	040-11948-00	71	040-12286-00
28	040-11949-00	72	040-12287-00
29	040-11950-00	73	040-12288-00
30	040-11951-00	74	040-12289-00
31	040-11952-00	75	040-12290-00
32	040-11953-00	76	040-12291-00
33	040-11954-00	77	040-12292-00
34	040-11955-00	117	040-12294-00
35	040-11956-00	118	040-12295-00
36	040-11957-00	119	040-12296-00
37	040-11958-00	120	040-12297-00
38	040-11959-00	121	040-12298-00
39	040-11960-00	122	040-12299-00
40	040-11961-00	123	040-12300-00
41	040-12256-00	124	040-12301-00
42	040-12257-00	125	040-12302-00
43	040-12258-00	126	040-12303-00
44	040-12259-00		

EXHIBIT A

(Property)

Situated in the State of Ohio, County of Franklin, City of Grove City, and being Lots Numbered One (1) through Forty (40), both inclusive, of Claybrooke Crossing, Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 102, Pages 88, 89, 90 and 91, of the Office of the Recorder, Franklin County, Ohio.

Situated in the State of Ohio, County of Franklin, City of Grove City, and being Lots Numbered Forty-One (41) through Seventy-Seven (77), both inclusive, of Claybrooke Crossing, Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 88, 89 and 90, of the Office of the Recorder, Franklin County, Ohio.

Situated in the State of Ohio, County of Franklin, City of Grove City, and being Lots Numbered One Hundred Seventeen (117) through One Hundred Twenty-Six (126), both inclusive, of Claybrooke Crossing, Section 4, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 91 and 92, of the Office of the Recorder, Franklin County, Ohio.

(Exhibit A Continued on Following Page)

EXHIBIT A (Continued)
2.025 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1383, being part of the remainder of those 36.074 acre tract conveyed to Centex Homes by deed of record in Instrument Number 200304070100322 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at a railroad spike found at the centerline intersection of Haughn Road with Orders Road, being the southeasterly corner of that subdivision entitled "Claybrooke Crossing Section 1" of record in Plat Book 102, Pages 88 to 91;

thence North 86° 59' 34" West, with the centerline of Orders road (passing a railroad spike found at 1071.15 feet) a total distance of 1245.22 feet to a railroad spike found at the southeasterly corner of that tract conveyed to Michael L. Haughn and Rochelle S. Haughn by deed of record in Instrument Number 200105040097323;

thence North 02° 56' 16" East, across said Orders Road, a distance of 40.00 feet to an iron pin set in the northerly right-of-way line of said Orders Road, being the southwesterly corner of that 0.022 acre tract conveyed to Michael L. Haughn and Rochelle S. Haughn by deed of record in Instrument Number _____;

thence South 86° 59' 34" East, with said northerly right-of-way line and the southerly line of said 0.022 acre tract, a distance of 2.00 feet to an iron pin set at the southeasterly corner thereof, being the True Point of Beginning;

thence North 02° 56' 16" East, with the easterly line of said 0.022 acre tract, a distance of 386.00 feet to an iron pin set at the northeasterly corner thereof;

thence North 86° 59' 34" West, with the northerly line of said 0.022 acre tract, a distance of 202.00 feet to an iron pin set at the northwesterly corner thereof;

thence South 02° 56' 16" West, with a westerly line of said 0.022 acre tract, a distance of 1.00 feet to an iron pin found at a southwesterly corner thereof, being the northwesterly corner of said Haughn tract (Instrument Number 200105040097323, being the northeasterly corner of that tract conveyed to Kyle S. Dupler and Mary J. Dupler by deed of record in Official Record 17752E03;

thence North 86° 59' 34" West, with the northerly line of said Dupler tract, a distance of 150.00 feet to an iron pin set at the northwesterly corner thereof, being in the easterly line of that tract conveyed to F. & M. Management Co. by deed of record in Deed Book 3778, Page 325;

thence North 02° 56' 16" East, with said easterly line, a distance of 83.00 feet to an iron pin set;

thence across said 36.074 acre tract, the following courses and distances:

South 86° 59' 34" East, a distance of 200.00 feet to an iron pin set;

South 77° 19' 52" East, a distance of 137.04 feet to an iron pin set; and

South 57° 06' 52" East, a distance of 266.50 feet to an iron pin set on the arc of a curve to the left, being on the westerly right-of-way line of Haughn Road as shown on said "Claybrooke Crossing Section 1";

Thence with said westerly right-of-way line, the following courses and distances:

with the arc of said curve, having a central angle of 31° 19' 05", a radius of 565.00 feet, an arc length of 308.83 feet, having a chord bearing and distance of South 19° 27' 24" West, 305.00 feet to an iron pin set at a point of reverse curvature; and

2.025 ACRES (continued)

with the arc of said curve, having a central angle of $89^{\circ} 12' 34''$, a radius of 20.00 feet, an arc length of 31.14, having a chord bearing and distance of South $48^{\circ} 24' 09''$ West, 28.09 feet to an iron pin set at a point of tangency, being on the northerly right-of-way line of said Orders Road;

thence North $86^{\circ} 59' 34''$ West, with said northerly right-of-way line, a distance of 107.24 feet to the True Point of Beginning, containing 2.025 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

The bearings shown hereon were transferred from a field traverse originating from and tying to Franklin County Survey Control Monuments, including Frank 25 and Frank 125 and are based on the Ohio State Plane Coordinate System, South Zone as per Nad 83.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

/s/ Edward J. Miller 3/10/04
Registered Surveyor No. 8250

EXHIBIT A (Continued)

14.816 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1383, being part of the remainder of those 36.074 and 40.152 acre tracts conveyed to Centex Homes by deed of record in Instrument Number 200304070100322 and Instrument Number 200304070100321 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning at an iron pin set at the southeasterly corner of Lot 62, the southwesterly corner of Lot 61 of that subdivision entitled "Claybrooke Crossing Section 2" of record in Plat Book 103, Pages 88 to 90;

thence with the southwesterly perimeter of said "Claybrooke Crossing Section 2", the following courses and distances:

South 56° 55' 02" East, a distance of 74.91 feet to an iron pin set;

North 45° 56' 28" East, a distance of 125.00 feet to an iron pin set on the arc of a curve to the right;

with the arc of said curve, having a central angle of 22° 51' 12", a radius of 265.00 feet, an arc length of 105.70 feet, having a chord bearing and distance of South 32° 38' 06" East, 105.00 feet to an iron pin set at a point of tangency; and

South 21° 12' 30" East, a distance of 474.08 feet to an iron pin set at a point of curvature of a curve to the right, being in the northerly right-of-way line of Haughm Road of record in Plat Book 102, Page 88 to 91;

thence with said northerly right-of-way line, the following courses and distances:

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord bearing and distance of South 23° 47' 30" West, 28.28 feet to an iron pin set at a point of tangency;

South 68° 47' 30" West, a distance of 67.91 feet to an iron pin set at a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of 28° 22' 02", a radius of 585.00 feet, an arc length of 289.63 feet, having a chord bearing and distance of South 54° 36' 29" West, 286.69 feet to an iron pin set at a point of tangency;

South 40° 25' 28" West, a distance of 160.37 feet to an iron pin set at a point of curvature of a curve to the left; and

with the arc of said curve, having a central angle of 05° 18' 32", a radius of 565.00 feet, an arc length of 52.35 feet, having a chord bearing and distance of South 37° 46' 12" West, 52.33 feet to an iron pin set;

thence across said 36.074 acre tract, the following courses and distances:

North 57° 06' 52" West, a distance of 266.50 feet to an iron pin set;

North 77° 19' 52" West, a distance of 137.04 feet to an iron pin set; and

North 86° 59' 34" West, a distance of 200.00 feet to an iron pin set in the easterly line of that tract conveyed to F. & M. Management Co. by deed of record in Deed Book 3778, Page 325;

thence North 02° 56' 16" East, with said easterly line, (passing an iron pin found at a distance of 569.53 feet) a total distance of 709.81 feet to an iron pin set;

14.816 ACRES (Continued)

thence South 87° 04' 44" East, partly across said 40.152 acre tract and partly with a southerly line of said "Claybrooke Crossing Section 2", (passing an iron pin set at a distance of 510.04 feet) a total distance of 585.37 feet to the Point of Beginning, containing 14.816 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

The bearings shown hereon were transferred from a field traverse originating from and tying to Franklin County Survey Control Monuments, including Frank 25 and Frank 125 and are based on the Ohio State Plane Coordinate System, South Zone as per Nad 83.

EVANS, MECHWART, HAMBELTON & TILTON, INC.

/s/ Edward J. Miller 3/10/04
Registered Surveyor No. 8250

EXHIBIT A (Continued)

12.709 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1383, being part of the remainder of that 40.152 acre tract conveyed to Centex Homes by deed of record in Instrument Number 200304070100321 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning at an iron pin set at the northwesterly corner of Lot 25 of that subdivision entitled "Claybrooke Crossing Section 1" of record in Plat Book 102, Pages 88 to 91, being in the southerly line of Lot 16 of that subdivision entitled "Mayfair Park" of record in Plat Book 25, Page 45;

thence with the westerly perimeter of said "Claybrooke Crossing Section 1", the following courses and distances:

South 02° 55' 16" West, a distance of 130.00 feet to an iron pin set at a corner thereof;

North 87° 04' 44" West, a distance of 45.01 feet to an iron pin set at a corner thereof; and

South 02° 55' 16" West, a distance of 190.00 feet to an iron pin set at a corner thereof, being in the northerly line of Lot 75 of that subdivision entitled "Claybrooke Crossing Section 2" of record in Plat Book 103, Pages 88 to 90;

thence North 87° 04' 44" West, with the northerly line of said "Claybrooke Crossing Section 2", a distance of 165.08 feet to an iron pin set at a corner thereof;

thence with the westerly perimeter of said "Claybrooke Crossing Section 2", the following courses and distances;

South 02° 55' 16" West, a distance of 130.00 feet to an iron pin set at a corner thereof;

North 87° 04' 44" West, a distance of 9.92 feet to an iron pin set at a corner thereof;

South 02° 55' 16" West, a distance of 185.00 feet to an iron pin set at a corner thereof;

South 87° 04' 44" East, a distance of 51.33 feet to an iron pin set at a corner thereof;

South 03° 17' 27" West, a distance of 125.01 feet to an iron pin set at a corner thereof, being on the arc of a curve to the left;

with the arc of said curve, having a central angle of 00° 22' 11", a radius of 335.00 feet, an arc length of 2.16 feet, having a chord bearing and distance of North 86° 53' 39" West, 2.16 feet to an iron pin set at a point of tangency;

North 87° 04' 44" West, a distance of 44.59 feet to an iron pin set at a corner thereof; and

South 02° 55' 16" West, a distance of 195.00 feet to an iron pin set at a corner thereof;

thence North 87° 04' 44" West, across said 40.152 acre tract, a distance of 510.04 feet to an iron pin set in the easterly line of that tract conveyed to F. & M. Management Co. by deed of record in Deed Book 3778, Page 325;

thence North 02° 56' 16" East, with said easterly line, a distance of 955.00 feet to an iron pin found at the northeasterly corner thereof, being in the southerly line of said "Mayfair Park";

thence South 87° 04' 44" East, with said southerly line, a distance of 725.99 feet to the Point of Beginning, containing 12.709 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

12.709 ACRES (Continued)

Iron pins set, where indicated, are iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

The bearings shown hereon were transferred from a field traverse originating from and tying to Franklin County Survey Control Monuments, including Frank 25 and Frank 125 and are based on the Ohio State Plane Coordinate System, South Zone as per Nad 83.

EVANS, MECHWART, HAMBELTON & TILTON, INC.

/s/ Edward J. Miller 3/10/04
Registered Surveyor No. 8250

EXHIBIT A (Continued)

35.83 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey No. 1383 being out of that tract conveyed to F. & M. Management Company by deed of record in Deed Book 3778, Page 325 (all references refer to the record of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the westerly right-of-way line of Haughn Road with the northerly right-of-way line of Orders Road.

thence North 87° 01' 45" West, with said northerly right-of-way line, a distance of 1927.10 feet to the True Point of Beginning;

thence North 87° 01' 54" West, a distance of 93.61 feet to a point;

thence northeasterly, with the arc of a curve to the left having a radius of 20.00 feet, a central angle of 89° 16' 29" and a chord that bears North 48° 06' 44" East, a chord distance of 28.10 feet to a point;

thence North 03° 28' 29" East, a distance of 179.37 feet to a point;

thence North 86° 40' 44" East, a distance of 371.12 feet to a point;

thence North 02° 51' 37" East, a distance of 1945.92 feet to a point;

thence South 87° 03' 37" East, a distance of 797.32 feet to a point;

thence South 02° 57' 04" West, a distance of 1754.97 feet to a point;

thence South 02° 33' 06" West, a distance of 192.90 feet to a point;

thence North 87° 08' 32" West, a distance of 371.06 feet to a point;

thence South 03° 17' 12" West, a distance of 179.64 feet to a point;

thence southeasterly, with the arc of a curve to the left having a radius of 20.00 feet, a central angle of 89° 44' 13" and a chord that bears South 41° 34' 55" East, a chord distance of 28.22 feet to the point of beginning and containing 35.83 acres of land, more or less.

This description was prepared from existing records and is for zoning purposes only.

EXHIBIT B
(Initial Property)

Situated in the State of Ohio, County of Franklin, City of Grove City, and being Lots Numbered One (1) through Forty (40), both inclusive, of Claybrooke Crossing, Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 102, Pages 88, 89, 90 and 91, of the Office of the Recorder, Franklin County, Ohio.

Situated in the State of Ohio, County of Franklin, City of Grove City, and being Lots Numbered Forty-One (41) through Seventy-Seven (77), both inclusive, of Claybrooke Crossing, Section 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 88, 89 and 90, of the Office of the Recorder, Franklin County, Ohio.

Situated in the State of Ohio, County of Franklin, City of Grove City, and being Lots Numbered One Hundred Seventeen (117) through One Hundred Twenty-Six (126), both inclusive, of Claybrooke Crossing, Section 4, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 91 and 92, of the Office of the Recorder, Franklin County, Ohio.