

**DECLARATION OF RESTRICTIVE COVENANTS FOR
BRANDY MILL ESTATES SUBDIVISION**

ARTICLE I - Declaration/Purpose

WHEREAS, the undersigned, Maronda Homes, Inc. of Ohio, an Ohio corporation, with offices at 3811 Twin Creeks Drive, Columbus, Ohio 43204, is the owner of 20.519 Acres of real property located in Etna Township, Licking County, Ohio, inclusive of Brandy Mill Estates Subdivision Section 1, as the same are delineated upon the recorded plat thereof, of record in Plat Book 17, Pages 184 and 185, Recorder's Office, Licking County, Ohio.

WHEREAS, in order to advance the purposes of this Declaration, Brandy Mill Estates Homeowners' Association, Inc. ("Association"), an Ohio nonprofit corporation, has been established for the purpose of owning, operating, maintaining, and administering portions of Brandy Mill Estates Subdivision ("Brandy Mill"), together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, Common Areas as dedicated from time to time by Declarant for the common use by the Owners of Lots within Brandy Mill; and the Association, as formed by Declarant, has joined in this Declaration for purposes of accepting of all powers and duties of operation, administration, maintenance and repair as delegated and assigned by Declarant, together with the collection and disbursement of "operating expenses" (as defined herein); and

WHEREAS, the Association shall administer and enforce the provisions of this Declaration with the costs incurred by the Association in connection with the operation, administration, maintenance and repair, being an encumbrance upon those portions of Brandy Mill which are benefited thereby (as set forth herein); and

WHEREAS, Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations for each replat with such terms and conditions as Declarant deems appropriate; and

WHEREAS, the undersigned, as such Owner of the above mentioned Lots in said plan, desires to restrict the use to or for which the said Lots may be put.

NOW, THEREFORE, be it known that the undersigned, as such Owner, on behalf of itself, and of its successors and assigns, hereby adopts the following restrictions and covenants as applicable to the above mentioned Lots in said plan:

ARTICLE II - Definitions

As used herein, the following terms shall have the meanings set forth herein:

2.01 Articles. The Articles of Incorporation of Brandy Mill Estates Homeowners' Association, Inc., an Ohio nonprofit corporation.

2.02 Association. Is Brandy Mill Estates Homeowners' Association, Inc., an Ohio nonprofit corporation, and its successors and assigns.

2.03 Board. The Board of Directors of the Association.

2.04 Builder. A person or entity (other than Declarant) who or which acquires title to any Lot or parcel for the purpose of construction of a residential dwelling thereon with the strict purpose of reselling the improved Lot to an Owner.

2.05 Code of Regulations. The Code of Regulations of the Association.

2.06 Common Area. The land, improvements or facilities controlled and/or owned by the Association devoted to the common use and enjoyment of the Owners, including without limitation, detention areas.

2.07 Declarant. Maronda Homes, Inc. of Ohio, an Ohio corporation, and any person or entity acquiring all of Declarant's then-remaining interests in the Property.

2.08 Declaration. This Declaration of Restrictive Covenants for Brandy Mill Estates Subdivision.

2.09 Lot. Each separate tract depicted, designated and shown upon any recorded subdivision Plat, or created by a Lot split of a tract depicted, designated and shown upon any recorded subdivision Plat, excepting, however, any tract described in the Declaration or subdivision Plat as Common Area.

2.10 Member. Every person or entity who holds membership in the Association.

2.11 Operating Expenses. The expenses of the Association for which all Members are liable.

2.12 Owner. The holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant and any Builder.

2.13 Plat. Each and every subdivision record plan of real estate as recorded in the plat records of Licking County, Ohio which affects this Property.

2.14 Property. All land described in this Declaration.

ARTICLE III - Protective Covenants and Restrictions

3.01 Lots Use. No Lot shall be used except for residential purposes, except as provided herein, including Section 3.17 herein. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height.

3.02 Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the undersigned herein as to the quality of workmanship and materials,

harmony of external design with structures in the subdivision, and location with respect to topography and finish grade elevation; provided, however, that the undersigned's approval shall not be construed to be a warranty by the undersigned regarding the quality of workmanship, materials, suitability of materials and compliance with applicable zoning and building laws. If the undersigned shall fail to approve or disapprove any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of the undersigned.

3.03 Building Location. No building shall be located on any Lot nearer to the Lot line than the minimum building front, rear and side lines as shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon any other Lot. No portion of any Lot nearer to any street than the building setbacks line shall be used for any purposes other than that of a lawn. No fence, wall, hedge or screening panel shall be constructed, erected, planted or permitted to exist nearer to the front line of any Lot than the rear line of the house constructed on said Lot; provided, however, decorative walls, fences, hedges and screen panels, not of wire, link, connected pipe or metal construction of any kind, and not more than three (3) feet in height shall be permitted on the minimum building setback line as shown on the recorded plat of said subdivision. A decorative structure or structures constructed at any entrance to the said subdivision shall not be deemed a violation of this covenant. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lot for walks, the planting of trees and shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains, or similar ornamentation for the purpose of beautifying said premises. Nothing herein shall be construed as to permit a violation of any applicable law, ordinance or governmental regulation.

3.04 Nuisances. No obnoxious or offensive activity shall be permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.05 Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, other than those used by Declarant or its builder as a temporary construction trailer.

3.06 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

3.07 Signs. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales

period, including signs used by the undersigned, its agent and assigns in the operation of a model home and/or sales office.

3.08 Waste Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and out of view of the general public. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.09 Miscellaneous Restrictions. The following structures and improvements shall not be permitted on any Lot in the subdivision:

- a. Satellite dishes greater than two (2) feet in diameter;
- b. Solar panels;
- c. Storage tanks, whether above or below-ground (except in conjunction with gas cooking grills);
- d. Outdoor clotheslines;
- e. Above-ground pools (except hot tubs);
- f. Metal storage buildings; and
- g. Television or radio antennas.

3.10 Sight Distance of Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner Lot formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same 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 or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.11 Vehicles Not In Use. No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than thirty (30) days in condition wherein it is unable to be operated upon the public highway, after which time the vehicle shall be considered a nuisance to the welfare of the neighborhood and shall be removed from the Lot at the Lot Owner's expense.

3.12 Boat, Trailer and Vehicle Parking Storage. No truck, boat, trailer, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any Lot unless it is in a garage or other vehicle enclosure out of the view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, boat, trailer, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

3.13 Fences and Walls. No fence or wall shall be constructed except as permitted by Declarant.

3.14 Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date these covenants are

recorded, after which time said covenants shall be automatically extended, for successive periods of ten (10) years unless otherwise provided in an instrument amending this Declaration in the manner provided for herein.

3.15 Grading and Drainage; Retention Pond Maintenance. Without the prior written consent of the undersigned, no construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configuration. Owners of Lots Numbered 2, 3, 4 and 5 on the Plat are prohibited from filling-in, regrading or otherwise altering the edge of the Retention Pond located adjacent to their Lots. In addition, the Owners of Lots Numbered 2, 3, 4 and 5 shall maintain their yards to the edge of the Retention Pond and shall not construct or install any improvement or landscaping which has the effect of interfering with surface water drainage to the Retention Pond.

3.16 Enforcement. Enforcement of these restrictions by the undersigned or by any Owner of any Lot subject to these restrictions may proceed at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If the undersigned or any Owner of a Lot in Brandy Mill, prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall be also able to recover legal fees and expenses involved in such action or proceeding.

3.17 Severability. Each one of the covenants contained herein are independent and separate and invalidation of any one of these restrictions by judgment or court order shall in no way affect any other restrictions, which restrictions shall remain in full force and effect.

3.18 Addition of Property. From time to time, the Declarant or any successor or assign, may subject land adjacent to the Property to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Property, and after each subjection, such annexation property shall thereafter be included in the defined term Property as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Property to this Declaration.

3.19 Amendment. So long as Declarant owns at least one (1) Lot within the Property, Declarant may amend this Declaration as it sees fit in its sole discretion. After all Lots are sold and/or transferred, this Declaration is subject to amendment by a majority vote of all members of the Association. Declarant may institute such amendments, including the execution of replats and amendments thereto without the necessity of signatures by any other Members/Owners. This reservation of right to sign such replats and amendments is a covenant running with the land reserved exclusively to Declarant or its successors and assigns and any subsequent conveyance from Declarant shall be subject to this reserved right so that no grantee in any deed or other instrument purporting to grant an interest in a Lot may claim to have received any right to execute replats or amendments.

3.20 Dedication Rights. Declarant and/or the Association hereby specifically reserves the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements in part or in full.

3.21 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in 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 company is responsible.

The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his property to the detriment of adjoining properties, in violation of these covenants, any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

3.22 Landscape Buffers. If landscape buffers are required on certain Lots by the City of Columbus, the Owners of such Lots shall maintain in good condition the landscape buffer zones so required.

ARTICLE IV - Association

4.01 Identification and Formation. The name of the Association is: " Brandy Mill Estates Homeowners Association, Inc." The Association has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

4.02 Membership. Every person or entity who is an Owner, Declarant or Builder shall be a Member of the Association. All memberships in the Association shall be appurtenant to the Lot owned by each Member. Memberships in the Association shall not be assignable, except to the person or entity to whom the title to the Lot has been transferred. The ownership of such Lot shall be the sole qualification for membership in the Association.

4.03 Voting Rights. Voting Rights of members shall be as provided in the Code of Regulations of the Association.

4.04 Transfer Fee. The Association may levy a reasonable transfer fee against new Owners and their Lots to reimburse the Association for the administrative cost of transferring the memberships to the new Owners on the records of the Association.

4.05 Relationship to above mentioned Lots. This Declaration applies to all land and all buildings within the description of property above.

4.06 Power; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in this Declaration, its Articles, Code of Regulations, and duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations.

4.07 Specific Powers. Among other things, the Association shall have the following specific powers:

- A. Enforce the provisions of this Declaration;
- B. Acquire title, manage, maintain, repair and replace all Common Areas and facilities, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and facilities;
- C. Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Common Areas and facilities and within platted easements across Lots;
- D. Levy and collect assessments from the Owners of Lots and enforce payments of such assessments;
- E. Pay all taxes and special assessments that would be a lien upon the Common Areas and facilities, and discharge any lien or encumbrance levied against the project or the Common Areas and facilities;
- F. Pay for reconstruction of any portion of the Common Areas, improvements and facilities damaged or destroyed;
- G. Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;
- H. Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and
- I. Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the Association's affairs and the carrying out to the Association's duties as set forth in this Declaration.

4.08 Delegation of Duties. In the event the Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm to act as manager, neither the Association, the Board, nor the Members shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

WITNESS THE DUE EXECUTION HEREOF THE 15th DAY OF JANUARY, 2003.

Signed and Acknowledged
in the presence of:

MARONDA HOMES, INC. OF OHIO
an Ohio corporation

Dorothy Kerrigan
(Print Name) Dorothy Kerrigan

By James F. Bauer
James F. Bauer, Vice President

Lisa Hamilton
(Print Name) Lisa Hamilton

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 15th day of January, 2003, by James F. Bauer, Vice President of Maronda Homes, Inc. of Ohio, an Ohio corporation, for and on behalf of said corporation.

DOROTHY KERRIGAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 03-05-06

Dorothy Kerrigan
Notary Public

THIS INSTRUMENT PREPARED BY:
M. Shannon Martin
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