

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.

DEED OF RESTRICTIONS

DATE: 9-26-05 Transfer Tax Paid 0
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By TJB

Rockford Homes, Inc., an Ohio corporation of the City of Columbus, Ohio, the tax mailing address of which is 999 Polaris Parkway, Suite 200, Columbus, Ohio, 43240, for valuable consideration paid, grants with general warranty covenants, to Robert H. Albert, Sr. Trustee ("Grantee") whose tax mailing address is 999 Polaris Parkway, Suite 200, Columbus, Ohio, 43240, the following real estate situated in City of Powell, Delaware, County, Ohio:

Being Lots Nos. Three-Thousand One-Hundred and Twelve (3112) - Three-Thousand One-Hundred and Forty-Two (3142) inclusive of Murphy's Park Section 5, as the same are numbered and delineated upon the recorded plat thereof record in Plat Cabinet 3, Slides 552, 552A and 552B, in the office of the Recorder, Delaware County, Ohio.

Parcel Nos.: 319-432-19-049-000 through 319432-17-028-000.

DESCRIPTION APPROVED
FOR TRANSFER
Chris Bauserman
Delaware County Engineer

Prior Instrument Reference: O.R. Vol. 115, Page 963 in the Delaware County, Ohio Recorder's Office.

Pursuant to a general plan for the protection, benefit and the mutual advantage of all real estate comprising the Murphy Park Single Family Residential Subdivision ("the subdivision"), and all of the persons who may now or hereafter become owners ("owner(s)") of any of said lots or parts thereof, and Murphy Park Homeowners Association, Inc. ("Homeowners Association"), an Ohio not-for-profit corporation formed or to be formed, and as a part of the consideration for this conveyance, Grantor executes and delivers this Deed of Restrictions, and Grantee accepts the same, subject to all and each of the following reservations, restrictions, conditions, easement rights, uses and provisions, hereinafter referred to as "restrictions", which are for the mutual benefit and protection of and shall be enforceable by all and any of the present and future owners of said lots described above, and/or the Homeowners Association, their successors and assigns; and Grantee, for himself and his successors and assigns, covenants and agrees to keep and perform each of said restrictions as hereinafter set out, and fully and punctually to observe, comply with and perform and carry out the same.

ARTICLE IPROTECTIVE COVENANTS AND RESTRICTIONS

1. **LAND USE:** All lots or combinations or parts thereof shall be used exclusively for residential purposes only and not for any business or trade. However, the sale of a lot or a house by any owner shall not be considered to be a commercial activity as defined herein. No building shall be constructed, altered, placed or permitted to remain on any of the lots, other than one (1) detached single family dwelling not to exceed two (2) stories in height, and private garage for not less than two, or more than three cars.

2. **PLAN APPROVAL - STRUCTURE REQUIREMENTS:** (a) For the purpose of maintaining specific architectural guidelines and standards for the development of all lots within the subdivision, each owner of a lot shall be required to submit to Grantor, two (2) sets of complete building and site plans with specifications, for the buildings and landscaping intended to be constructed thereon, not less than thirty (30) full business days prior to the commencement of work of any kind. Said building and site plans with specifications shall set forth the general arrangement of the interior and exterior of the structure, including the color and the texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements, such as decorative walls, chimneys, driveways and walkways, and detailing the locations of the structure on the lot including setbacks, driveway locations, garage openings, exterior landscape lighting, orientation of the structure to the topography and conformance with the grading and drainage plan. Prior to final approval, a landscape plan with types, size, and location must be submitted and approved.

(b) Each owner covenants that no excavation shall be made, no structures shall be constructed and no materials shall be stored upon any lot until Grantor has approved said plans and specifications, in writing. If Grantor fails, within thirty (30) days after receipt of said plans and specifications, to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If Grantor disapproves said plans and specifications, the owner may revise and resubmit said plans and specifications until approval is received. Grantor reserves the right, at its option to repurchase any lot at the original purchase price thereof as evidenced by the closing statement executed at the time of purchase of said lot, if satisfactory plans and specifications for construction for a residence and improvements as aforesaid are not received and approved by Grantor within sixty (60) days following conveyance of title to the owner, or if construction of the residence is not commenced within six (6) months and completed within one (1) year following conveyance of title, or such extension of time as Grantor may, at its sole option, grant. Any plans for improvements to be constructed by the Grantor, or any entity directly affiliated with Grantor, are considered approved without documentation.

(c) Grantor may require submission of samples of materials to be used in the construction of said residence and improvements. Each owner further acknowledges that Grantor shall not be responsible or

liable to the owner of a lot desiring to have plans and specifications approved, or to any other owners of lots in the subdivision, by reason of the exercise of Grantor's judgment in approving or disapproving plans submitted to it, nor shall it be liable for any expenses entailed to any owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

3. **EXTERIOR ELEVATIONS:** The individual exterior elevations of each house shall be finished and compatible with each other with natural materials. Exterior materials shall be only finished with natural or synthetic (manufactured) stone, brick, stucco or synthetic stucco, cement fiber siding (e.g. Hardiplank or Weather Boards), wood, or a combination of these materials. Roof slopes shall be 7/12 or greater. No mansard roofs are permitted. Generally, gable, hip, and shed roofs with combinations are permitted. Chimneys shall be enclosed to match the exterior of the home or masonry on the exterior.

4. **SITE WORK:** No tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications are first approved in writing by Grantor in accordance herewith or until such time as the Homeowners Association and the Design Control Committee, as provided for under Article II, are formed and assume such responsibility as provided for herein. However, Grantor may perform any work upon the lots or do any excavation, construction, site work or tree removal for the purpose of improving lots, including, but not limited to, the construction of utility services and other work deemed necessary or appropriate by a developer in completing the preparation of the subdivision for sale of single family lots.

5. **EASEMENTS:** Easements for installation and maintenance of utilities drainage facilities and overlot drainage are reserved over, under and through all areas designated "easements" as shown on the recorded plat and other instruments of record. Within the limits of these easements, the grade specified on the master grading plan must be complied with and no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of 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. In the event of a dispute as to compliance or non-compliance with the master grading plan for the subdivision, the determination of the City of Powell Engineer will be final.

6. **FLOOR AREA:** No dwelling shall be constructed on any lot unless the area of the main structure, exclusive of open porches and garages, is not less than 1,500 square feet for a one-story dwelling, or not less than 1,700 square feet for a dwelling of more than one story. Any dwelling built on a slab shall have an additional 100 square feet.

7. **EXTERIOR COMPLETION:** Exterior construction of all buildings shall be completed not later than ten (10) months after excavation has begun, all in accordance with the approved plans and specifications, and landscaping shall be completed within six (6) months after completion of the exterior construction. All lawn or yard areas on all lots, with the exception of areas to be landscaped, shall be fully sodded or seeded.

8. **SET BACK AREAS:** No building shall be located on any lot nearer to the side street lines than the minimum building setback lines shown on the recorded plat. For purpose of this covenant, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any part of the building on a lot to encroach upon any other lot. No portion of any lot between the building setback lines and the street shall be used for any purpose other than that of a lawn. No unsightly growths or unsightly objects shall be allowed to be placed or permitted to remain anywhere within such areas of the lots. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

9. **FENCES:** Unless otherwise approved by Grantor, no fencing of any kind whatsoever shall be permitted upon any lot. Any fencing of parkways, at the boundaries of the subdivision, or around public facilities shall be erected and permitted to remain as required by the applicable governmental authority.

10. **DRIVEWAYS:** Driveways shall be constructed and completed with the residence and shall be of asphalt, concrete, or pavers in compliance with zoning regulations. All drive openings to be cut, not removed and replaced.

11. **TEMPORARY STRUCTURES/ OUTBUILDINGS:** No structure of a temporary character such as trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used at any time as a residence, either temporarily or permanently, except during the original construction. No trucks, commercial vehicles or trailers shall be parked or stored in the subdivision on a regular or ongoing basis. The foregoing notwithstanding, no other structures or buildings, other than the primary residence, shall be located on any lot.

12. **DEVELOPMENT AND SALES ACTIVITIES:** Notwithstanding any provisions of the restrictions, Grantor or its successors or assigns, may perform activities within the subdivision of any nature for the completion of the subdivision and the showing of lots in the subdivision. Grantor may, maintain temporary development and sales locations and office, whether trailers or other structures. If a developer or builder,

other than Grantor, does not own any lots in the subdivision, other than a lot on which a trailer, garage, model home or other structure is located, sales activities from such location shall discontinue. In any event, the use of such development and sales locations and offices shall be terminated thirty (30) days after the sale of the last lot.

13. **SIGNS:** No billboard, sign or advertising device, other than one advertising professional services, or a "For Sale" or a "For Rent" sign, shall be erected, placed or allowed to remain on any of the lots or reserve areas. Signs advertising professional services shall not exceed one (1) square foot in size and other signs may not exceed six (6) square feet in size. Contractors' signs announcing the names of the contractors participating in the improvement of the premises may be displayed upon the lots, but these shall not exceed six (6) square feet. Contractors' signs shall not be located closer to the street than ten (10) feet in front of the building setback line shown on the recorded plat. Temporary signs which are displayed for less than forty-eight (48) hours and not redisplayed at least for one month may be displayed subject to size and location restrictions described above.

14. **EXCAVATIONS:** The finished grade of any lot or lots or parts thereof shall comply with the finished grading and drainage plan as set out in the master plan of the subdivision subject to modification by the City of Powell Engineer and in no way permit deviation from the requirements of the approved subdivision grading plan. The approved grading plan is binding on all lots in the subdivision. Erosion and its effects in respect to lots are not the responsibility of Grantor.

15. **BUILDER APPROVAL:** All general contractors and builders must be approved in writing by Grantor before the start of construction.

16. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or parts thereof, except that dogs, cats or other domestic household pets may be kept in reasonable numbers so as not to cause a nuisance or disturbance to others, provided that they are not kept, bred or maintained for any commercial purposes, and that they are not permitted to run loose. No dog runs or kennels are permitted.

17. **MAINTENANCE:** No lot, lots, or parts thereof shall be used or maintained for the dumping or storage of rubbish, trash, garbage, brush or other waste materials, all of which shall be kept in a clean and sanitary condition. There shall be no dumping or dirt storage on any lots.

18. **SATELLITE DISHES OR RADIO/TV ANTENNAS:** No satellite dishes shall be used or erected, either temporarily or permanently on any lot, except that satellite dishes under twenty-four (24) inches in diameter shall be permitted, provided that they shall only be placed at or affixed to the rear of any house so that they are not visible from any public right of way whatsoever. No radio or TV antennas shall be used or erected, either temporarily or permanently. Permits, if required by the city of Powell, shall be obtained from the city.

19. **CLOTHES LINES AND HANGING DEVICES:** Clothes, diapers, towels, bedding, rugs, draperies or other similar articles may not be hung out.

20. **EXTERIOR DISPLAYS:** Nothing shall be caused or permitted to be hung, displayed, or stored on the outside of windows, including window air conditioners, or placed on the outside walls of a building or displayed on the patios, or otherwise outside of the residence, and no sign, awning, canopy, shutter or any other device, ornament, or object shall be affixed to or placed upon the exterior walls, roof, or exterior patio wall that has a deleterious effect upon any other lot except for model homes sales activities.

21. **PARKING:** No truck, trailer, boat, camper, recreational vehicle, commercial vehicle or other vehicle, weather operative or not, shall be parked or stored on the public street in front of any lot or on any lot, unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional, non-recurring, temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle in the subdivision for a period not to exceed forty-eight (48) hours in any period of ten (10) days. Notwithstanding the foregoing, an operable automobile which is in good condition and driven regularly by a person residing on the Lot, may be parked in a driveway on a regular basis if there is insufficient space in the garage for storage of such vehicle due occupancy of the garage space by other regularly driven vehicles.

22. **SWIMMING POOLS:** The installation by an owner of a swimming pool shall be subject to approval by the Design Control Committee as established under Article II Section 2 below. No above ground swimming pools shall be permitted on any lot except that this Section 22 shall not be intended to prohibit the installation of a hot tub or sauna.

23. **MAILBOXES:** All mailboxes and mailbox posts within the subdivision shall be of the same style and appearance as designated by the developer. The designated, approved mailbox and post is depicted on the attached Exhibit "A".

24. YARD POST LIGHT: Each lot shall be improved with a post light approximately three feet (3') behind the sidewalk and three feet (3') to the side of the entrance driveway to such lot. Such post lights shall be of uniform type grade and color approved by the developer and depicted on the attached Exhibit "B". If any lot owner fails to maintain such post light in good operating condition and repair, then the Grantor (or Homeowners Association referred to in Article II) shall have the right to repair such light and to bill the cost thereof to the owner of such lot. Should such lot owner refuse to pay for the cost of such repair of a light, then the Grantor (or Homeowners Association) shall have the right to place a lien in favor of the Grantor (or Homeowners Association) on such lot in the manner described in Article III.

25. Scenic Conservation Easement: Lot numbers Three Thousand One Hundred Fifteen (3115) and Three Thousand One Hundred and Sixteen (3116), of Murphy's Park Section 5, as the same are numbered and delineated upon the recorded plat thereof in Plat Cabinet 3, Slide 552, 552A and 552B, in the Office of the Recorder, Delaware County, Ohio. Areas which have been preserved in its natural state are to be maintained by the owners of said lots. Any buildings, sheds, slabs, recreation equipment, paving, dirt fills, grading, or other structures or activities which alter the Scenic Conservation Easement areas from their natural state are prohibited. These areas are to be kept in a natural state of vegetation and are not to be fine graded, mowed or maintained as lawn areas.

ARTICLE II

MURPHY PARK HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION: The Murphy Park Homeowners Association, Inc. ("Homeowners Association") has been or will be formed for the purpose of providing for matters of concern to the owners of lots in the subdivision. The membership of the Homeowners Association shall be comprised of the record owners of lots in the subdivision who shall each have one vote for each lot, on all matters requiring a vote as set forth herein or in the Articles of Incorporation, Code of Regulations or By-Laws of the Homeowners Association. Grantor shall be a member of the Homeowners Association so long as it owns one or more of said lots. Upon transfer of 80% of the total platted lots in all phases of the subdivision, the Homeowners Association shall obtain control and assume responsibility for maintenance, not done by the City of Powell, for entryways, open space and common and reserve areas and assume all other rights and duties herein provided to Grantor. Notwithstanding the preceding sentence, Grantor reserves the right to retain, in its sole discretion, any rights and duties it shall designate, for any time period, after the transfer of 80% of the total platted lots in all phases of the subdivision. All areas designated as open space, reserve or common areas which are owned by the Homeowners Association shall be continuously maintained by the Homeowners Association. The actions of the Homeowners Association shall be made by the votes of a simple majority of the votes of the lot owners. Joint, common or other multiple ownership of any of the lots shall not entitle the owners thereof to more than the number of votes which would be authorized if said lot were held in one name.

The Homeowners Association shall have the authority to assess each lot an annual fee as set forth hereinafter under Article III for maintenance of the common areas as well as other expenses of the Homeowners Association. Should the Association fail to maintain the designated areas in a manner acceptable to the City of Powell, the City shall have the right, but not the obligation to maintain such areas and assess the owner of each lot in the subdivision through the process referred to in Article III, including the right to file a lien for collection of delinquent assessments. The City of Powell may assess such fees in an amount sufficient to cover the cost of any required maintenance in addition to the cost for administration thereof.

2. DESIGN CONTROL COMMITTEE: The Homeowners Association shall establish a Design Control Committee ("Committee") for the purpose of establishing, maintaining and preserving specific architectural guidelines and standards to carry out the intent of these restrictions with respect to all or any portion of the lots or buildings in the subdivision, and enforcing the applicable provisions of these restrictions. The Committee shall exercise its best judgment to see that all improvements in the subdivision conform to these restrictions. The actions of the Committee, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties.

No improvement, change, constructions, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the subdivision from its theretofore natural or improved state shall be commenced or continued until the same shall have first been approved in writing by the Committee. Approval shall be requested by submission to the Committee of plans and specifications, in duplicate, showing the following:

- (a) Existing and proposed land contours and grades;
- (b) All landscaping, including existing and proposed tree locations and planting areas, and species thereof, mail boxes, and exterior ornamentation;

- (c) Exterior lighting plans. No yard posts taller than 8 feet, mercury lights, barn yard lighting or area lighting shall be allowed. Architectural lighting on the house shall be compatible with building design;
- (d) Walls, fencing and screening;
- (e) Patios, decks, pools and porches;
- (f) Samples of materials to be used to the extent requested by the Committee; and
- (g) Such other information, data, and drawings as may be reasonably requested by the Committee.

Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the design standards and other structures in the subdivision, the effect of the location and use of improvements on neighboring properties, and conformity of the plans and specifications to the purposes and general intent of these restrictions.

If the Committee fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Committee either personally or by certified mail, it shall be presumed that the Committee has approved said plans and specifications.

Neither the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to any one submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or failure to approve any plans. Every person and entity who submits plans to the Committee agrees that by submission of such plans, he/she/it will not bring any action or suit against the Committee or any of its members to recover any damage.

An owner of any lot in the subdivision shall cause any improvement to be completed in a workmanlike manner. Upon completion of any such improvement, the person or entity who completed the same may request in writing that the Committee issue a certificate certifying that said improvement is completed and is in compliance with all provisions of this Article II, which certificate shall be issued in a timely manner, and which certificate shall be conclusive evidence that said improvement is completed and in compliance with all provisions of this Article. The Committee may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. The Committee shall have no authority as to original plan approval on each and every lot as provided in Article I Section 2 Item (b).

ARTICLE III

Section 1. Storm detention, open space, and reserve areas upon any recorded plat of the Murphy Park subdivision (hereinafter referred to as the "Storm Detention Areas"), including lot numbers Lots numbered Two Thousand Five Hundred Fifty-Two (2552), Two Thousand Five Hundred Seventy-Four (2574) and Two Thousand Eight Hundred Ninety-Seven (2897), of Murphy's Park Section 4, as the same are numbered and delineated upon the recorded plat thereof in Plat Cabinet 3, Slides 226, and 226A in the Office of Recorder, Delaware County, Ohio, shall be owned and maintained by the Homeowners' Association referred to in Article II hereof. It is the desire of Grantor that the Storm Detention Areas be preserved in the state as constructed by Grantor; therefore, in furtherance of this objective the Storm Detention Areas are hereby designated No-Build Zones.

Section 2. The Homeowners Association shall: (a) own in fee simple and mow and otherwise maintain the Storm Detention Areas; (b) provide and pay for insurance in such types and amounts as the Homeowners Association shall determine with respect thereto; (c) pay all real estate taxes, assessments and the like pertaining to the Storm Detention Areas; (d) install and maintain signs as described or deemed necessary in and around the Storm Detention Areas, (e) establish rules and regulations pertaining to the use of the Storm Detention Areas; (f) construct, repair, reconstruct and maintain entry monument signs and adjacent landscaping, fencing and sprinkler system in the Entry Easement Areas and establish, receive, construct, repair, reconstruct and maintain such common areas or common area improvements as may be established in future sections of the subdivision; and (g) to take such other action as the Association is authorized to take pursuant to its Articles of Incorporation and By-Laws, or this Deed.

Section 3. Each owner of any lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association an annual assessment for Common Expenses, (as hereinafter defined and special assessments, as hereinafter provided). For the purposes hereof, the term "Common Expenses" shall mean the expenses and costs incurred by the Association in performing the rights, duties and obligations set forth herein and in its Articles of Incorporation or By-Laws.

Section 4. In addition to the annual assessments authorized above, the Homeowners Association may levy in any assessment year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair of major maintenance related to the Storm Detention Areas, Entry Easement Areas or any other area or items for which the Homeowners Association owns or is obligated to maintain.

Section 5. The annual assessments for Common Expenses shall commence as to Homeowners Association members on January 1, 2007. The Homeowners Association shall fix the amount of annual assessments for Common Expenses against each lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every owner subject hereto. Unless otherwise established by the Association, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be established by the Homeowners Association. Notwithstanding the foregoing to the contrary: (i) prior to January 1, 2007, in no event shall the Annual Assessments for each Lot exceed Fifty Dollars (\$50.00); and (ii) prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the By-Laws and responsibility of the maintenance of reserve and common areas is turned over to the Homeowners Association, Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

Section 6. All sums assessed to any Homeowners Association member pursuant hereto, including any lots owned by the Grantor, together with interest and all costs and expenses of collection, including reasonable attorneys fees, shall be secured by a continuing lien on such lot in favor of the Homeowners Association, or the City of Powell as needed as previously provided under Article II.

Section 7. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Homeowners Association or City of Powell may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Storm Detention Areas, or abandonment of his lot.

Section 8. The lien for sums assessed pursuant hereto may be enforced by judicial foreclosure by the Homeowners Association or the City of Powell in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Homeowners Association or the City of Powell any assessments against the lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Homeowners Association or the City of Powell shall have the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 9. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due or from the lien thereof. The Homeowners Association shall, upon written request, report to any such first mortgagee of an Homeowners Association member's lot, any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the lot; provided, however, that such first mortgagee shall have furnished the Homeowners Association written notice of the existence of its mortgage, which notice shall designate the lot encumbered by a proper legal description and shall state the address to which notices pursuant to this paragraph are to be given. Any such first mortgagee holding a lien on a lot may pay, but shall not be required to pay, any amounts secured by the lien created this Article.

Section 10. Every Owner of a lot in the subdivision shall have a right and non-exclusive easement of enjoyment in and to the Storm Detention Areas which shall pass with the title to every lot in the subdivision, subject to the following provisions: (a) the right of the Homeowners Association, from time to time, in accordance with its by-laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Storm Detention Areas; (b) the right of the Homeowners Association to suspend the voting rights and right to the use of the Storm Detention Areas by a lot owner for any period during which any assessment levied under this deed against the lot remains unpaid, and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and (c) the right of the Homeowners Association to otherwise deal with the Storm Detention Areas as provided by its Articles of Incorporation.

Any Homeowners Association member may delegate, in accordance with the By-Laws, the right of enjoyment to the Storm Detention Areas or Entry Easement Areas to the members of his family, his tenants or to contract purchasers provided the foregoing actually reside at the Homeowners Association member's lot. No damage to or waste of the Storm Detention Areas or Entry Easement Areas or any part thereof shall be committed by any lot owner or any tenant or invitee of any lot owner. No noxious, destructive or offensive activity shall be permitted in the Storm Detention Areas, Entry Easement Areas or any part thereof, nor shall anything be done thereon which may be or may become an unreasonably annoyance or nuisance to any other owner. No lot owner may erect any improvement or structure of any kind in the Storm Detention Areas or Entry Easement Areas.

Section 11. At any time after the formation of the Homeowners Association, any storm detention, open space or reserve areas may be conveyed to the City of Powell; provided that said conveyance shall have the agreement of a majority of the total voted of the Homeowners Association members at a meeting duly called for this purpose, and agreed to by the City of Powell.

Section 12. Lot numbered Two Thousand Eight Hundred Ninety-Eight (2898), of Murphy's Park Section 4, as the same are number and delineated upon the recorded plat thereof in Plat Cabinet 3, Slides 226, and 226A, in the Office of Recorder, Delaware County, Ohio and Lot numbered Three Thousand One Hundred Forty-One (3141) ~~of Murphy's Park Lot number Three Thousand One Hundred and Forty-One (3141)~~ of Murphy's Park Section 5, as the same is numbered and delineated upon the recorded plat thereof record in Plat Cabinet 3, Slides 552, 552A and 552B, in the Office of the Recorder, Delaware County, Ohio, are open space / reserve area containing passive openspace and a pedestrian pathway. The reserve shall owned and maintained by the Homeowners Association, as is stated on the recorded plat. This parcel shall be conveyed to the Homeowners Association at such time as the other open space / reserve areas within the subdivision are conveyed to the Homeowners Association. The Homeowners Association shall own and maintain this parcel in the same manner as described above in Article III Section 2.

Section 13 Lot numbered Three Thousand One Hundred Forty-Two (3142) of Murphy's Park Section 5, as the same is numbered and delineated upon the recorded plat thereof in Plat Cabinet 3, Slides 552, 552A and 552B, in the Office of the Recorder, Delaware County, Ohio, is an open space/reserve area containing passive open space. The Association shall own and maintain said reserve area. In accordance with the plat of Murphy's Park Section 5 of record in Plat Cabinet 3, Slides 552, 552A and 552B in the Office of Recorder, Delaware County, Ohio, the Association, within thirty (30) days after notice from the City of Powell, shall transfer by deed all, or a portion, of the reserve area to the City Powell for purpose of future installation of the Villager Green Connector Street between South Liberty Street and Murphy Parkway.

ARTICLE IV

GENERAL PROVISIONS

1. **VIOLATION OF COVENANTS:** It shall be lawful for any owner of a lot in the subdivision or the Homeowner's Association to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any of the covenants herein, either to prevent him/her/it from doing so or to recover damages. Failure by any party to enforce any covenant, restriction, or agreement herein shall in no event be deemed a waiver of the right to take such action for the violation or for any future violation. These restrictions shall be binding upon all and shall be enforceable by any of the present and future owners of the land in the subdivision.

2. **TERM OF COVENANT AND RESTRICTIONS:** The restrictions, rights, reservations, limitations agreements, covenants and conditions contained herein shall be deemed as covenants and not as conditions hereof, shall run with the land and shall bind all lot owners, their successors, heirs, executors, administrators and assigns, for twenty-five (25) years from the date of the execution of this Deed. Said covenants shall automatically be extended for successive periods of ten (10) years unless terminated by a vote of two-thirds (2/3) of the then owners of the lots in the subdivision. In ascertaining the number of owners of two-thirds (2/3) of the lots, persons having the power to convey the fee simple in a given lot shall constitute a unit having a single vote.

3. **INCORPORATION INTO DEED:** The above covenants, reservations, and restrictions shall be incorporated by reference in every deed hereafter issued conveying any lot of the subdivision.

4. **PARAGRAPH HEADINGS - GENDER NUMBER:** The section and paragraph headings are intended for convenience only and are not intended to be a part of these restrictions or in any way to define, limit, describe the scope or intent of the particular section and paragraph to which they refer. All pronouns and all variations thereof, shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof, as the identity of the person or persons or as the situation may require.

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

5. **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.

6. **RIGHT TO AMEND:** So long as the Grantor owns property in Murphy Park, but not longer than five (5) years from the date of the recording of this Deed, the Grantor shall have the right to waive, terminate, and/or modify any of these restrictions as, in the sole opinion of the Grantor, are necessary in order to achieve and preserve an architecturally harmonious, artistic and desirable subdivision. Any amendment of or addition to these Restrictions under this section of the deed restrictions shall be effective as of the time of the recording of a written document evidencing such amendment or addition in the office of the Delaware County Recorder.

So long as the Grantor owns property in Murphy Park, but not longer than five (5) years from the date of the recording of this Deed, the Grantor shall have the right to waive, terminate, and/or modify any of these restrictions which the Grantor believes to be in conflict with any federal, state and/or local regulation including without limitation any regulation of the Federal Housing Administration, Veterans Administration or the United States Department of Housing and Urban Development, in order to comply with such regulation.

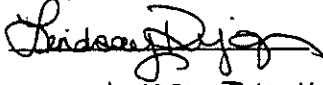
ARTICLE V

ACCEPTANCE

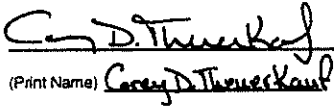
By accepting a deed to any lot of the subdivision or part thereof, the Grantee accepts the same subject to the foregoing covenants and agrees for himself/herself/itself, their successors and assigns, to be bound by each of such covenants.

Signed on September 19th, 2005.

Signed and acknowledged
in the presence of:



(Print Name) LINDSAY DYSINGER



(Print Name) Corey D. Thuerkauf

ROCKFORD HOMES, INC.

By: Rockford Homes, Inc.

By: 

Michael G. King

Vice President of Operations

200500039205
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW O BRENNER
09-27-2005 At 09:03 am.
RESTRICT 92.00
OR Book 651 Page 2542 - 2551

State of Ohio

County of Delaware, ss:

The foregoing Deed of Restrictions was acknowledged before me on September 19th, 2005, Michael G. King, Vice President of Operations, Rockford Homes, Inc. an Ohio corporation, as member of Rockford Homes, Inc., an Ohio corporation.


Notary Public

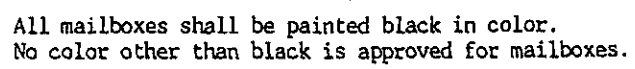
200500039205

KAGAY ALBERT KIEHL & GROEBER
1872 N HIGH ST STE 300
COLUMBUS, OH 43085

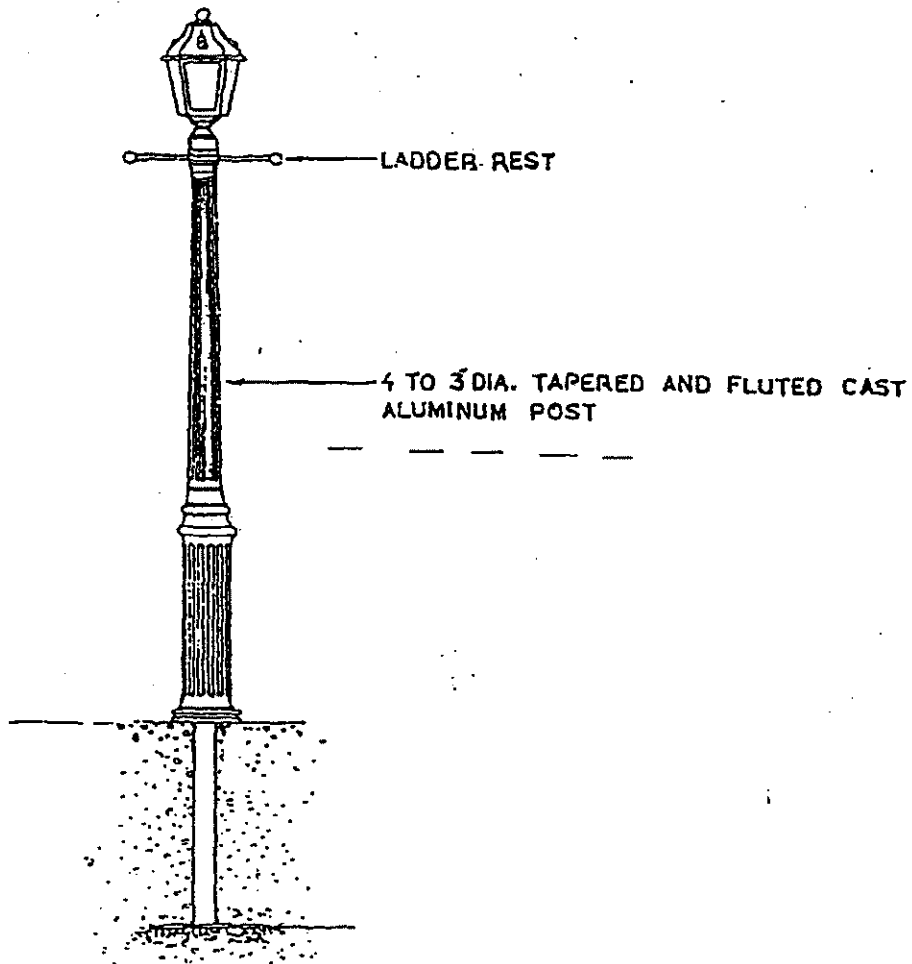


KIMBERLY J. CURTISS
Notary Public, State of Ohio
My Commission Expires 12-06-07

This instrument was prepared by:
Rockford Homes, Inc.
999 Polaris Parkway, Suite 200
Columbus, Ohio 43240



All mailboxes shall be painted black in color.
No color other than black is approved for mailboxes.



All yard post lights shall be painted black in color. No color other than black is approved for yard post lights.