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BROOKSEGE SECTION 4 and 5

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEGE ASSOCIATION

This is a Declaration of Covenants, Easements, Restrictions and Assessment Liens made on this 10th day of November, 1997 by Kennedy Road Associates ("Declarant"), an Ohio Limited Liability Company, State of Ohio.

BACKGROUND

A. Declarant is the owner in fee simple of the following REAL PROPERTY: Situated in the State of Ohio, in the County of Licking and in The Village of Pataskala:

70 LOTS

Being lots numbered Eighty-five through One Hundred Nineteen (85-119), inclusive, of BROOKSEGE SECTION 4 and lots numbered One Hundred Twenty to One-Hundred Fifty-four (120-154), inclusive, of BROOKSEGE SECTION 5 as said lots are numbered and delineated upon the recorded plat thereof, of record in Plat Book 16, Pages 1 & 2, being Section 4; and of record in Plat Book 16, Pages 3 & 4, being Section 5, Recorder's Office, Licking County, Ohio. *Instrument NO. 199711180007436 and 199711180007437 respectively*

Last Transfer: Volume 777; page 328, Official Records, Recorder's Office, Licking County, Ohio

Each of these lots is referred to herein as a "Lot", and collectively they are referred to herein as the "Subdivision". A "Lot Owner" is each owner of a fee simple interest in a Lot. Brooksedge Section 4 and 5 is referred to herein as the "Subdivision".

B. Declarant intends, during the course of development of the Subdivision, to construct a certain Entranceway(s) to the Subdivision ("Entranceway" or "Entranceway(s)", as applicable) along Taylor and Kennedy Roads, as noted and described in the recorded Subdivision plat and to install fencing, signage, and landscaping at said Entranceway and provide for the servicing and maintenance of the improvements, landscaping and grass at the Entranceway for the benefit of Declarant, the Lot Owners and the Association (as such term is hereafter defined).

In addition, Declarant intends to utilize in the future, reserve(s) for storm water management, Open Space, retention ponds for the benefit of the Subdivision and adjacent land (the "Drainage Reserve"). While the Drainage Reserve is designed to provide an area to temporarily retain storm waters, Declarant may install signage, grass and/or landscaping on the Drainage Reserve and desires to retain the right, but not the obligation, to provide for the continued servicing and maintenance of any improvements made to the Drainage Reserve.

Further, Declarant has set aside and designated on the recorded Subdivision Plat certain open space areas (the "Open Space") to be conveyed to the Brooksedge Homeowner's Association (as hereafter more particularly described) at some future date. If however, The Village of Pataskala determines that dedication of said Open Space or portions of Open Space to The Village of Pataskala would better serve the overall community, conveyance to The Village of Pataskala may be made at a later date.

Simultaneously with its execution hereof, Declarant has caused an Ohio unincorporated association of Lot Owners to be formed, named the Brooksedge Association ("Association"), to administer the maintenance of the Entranceway(s), Open Space and the Drainage Reserve. The members of the Association are and shall be Lot Owners, and the Association's purposes are and will be to maintain the

Entranceway(s), Open Space and the Drainage Reserve as well as to enforce restrictions and conditions under which the maintenance will be carried out, all as set forth herein. The Association may, by a majority vote, adopt a set of bylaws and promulgate rules and regulations concerning maintenance of the Entranceway(s), Open Space and Drainage Reserves and the establishment and collection of assessments. The Association may, also by a majority vote, elect to incorporate, under statutes set forth in the Ohio Revised Code, as an Ohio corporation, not-for-profit. Further, land adjacent to the Subdivision may be added by the Declarant to the plan created by this Declaration.

D. Declarant desires to create a plan of restrictions, easements and covenants concerning the Lots in the Subdivision and to retain in Declarant plan approval of the dwelling units and other improvements to be constructed on said Lots. The restrictions, easements and covenants shall also relate to the Entranceway(s), Open Space and Drainage Reserve for the benefit of and to protect the interest of the Declarant, the Lot Owner, and their respective personal representative, heirs, successors and assigns and the Association.

COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS

Now therefore, Declarant hereby declares that the Lots shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions which are for the purpose of protecting the values and desirability of, and which shall run with the Lots, and each part thereof, and be binding on all parties having any right, title or interest in the same, and each part thereof, and their respective personal representatives, heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant and each Lot Owner, and their respective personal representatives, heirs, successors and assigns, and the Association.

ARTICLE I

A. LAND USE: All of the Lots in the Subdivision shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot that would exceed two and one-half (2½) stories in height and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade at the front of the building, together with necessary accessory buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood or decorative metal fencing, an in-ground swimming pool and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any Lot without the express written consent of Declarant which consent the Declarant may grant or withhold in its discretion. The word "structure" as used herein includes any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to, an above-ground swimming pool, barn, greenhouse, coop, cage, animal run, satellite dish, house trailer or any other temporary or permanent improvement on such Lot.

B. PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all said Lots within the Subdivision, each Lot Owner shall be required to submit two (2) sets of complete building and site plans with specifications for the building(s) and structure(s) intended to be erected on a Lot to the Declarant, or its assignee, setting for the general arrangements of the interior and exterior of the building(s) and/or structure(s), including the color and 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 location of the building(s) and/or structure(s) on the Lot including setbacks, driveway locations, garage openings, orientation or the building(s) and/or structure(s) to the topography and conformance with the grading and

drainage plan. Each Lot Owner covenants that no excavation shall be made, no building and/or structure shall be erected and no materials shall be stored upon a Lot by said Lot Owner or his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing.

If Declarant fails within twenty (20) 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 the Declarant disapproves said plans and specifications, the Lot Owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Declarant within one (1) year following conveyance of title to said Lot Owner (or such extension of time as Declarant may, at its sole option, extend), Declarant reserves and each Lot Owner, by acceptance of a deed to a Lot, hereby acknowledges the right of Declarant, at its option, to repurchase the Lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase. To this end, if Declarant elects to exercise such options, the Lot Owner shall upon receipt of payment for the same as described above, transfer fee simple title to the Lot back to Declarant subject only to easements, restrictions and covenants which were of record at the time the Lot Owner purchased such Lot.

If Declarant ceases to exist as an entity and this right of approval has not been specifically assigned to a successor in interest (which assignment shall be in writing and filed with the Recorder of Licking County, Ohio) then in such event plan approval as reserved by Declarant shall forthwith become vested in a committee comprised of three persons, one of who shall be selected from the Association and the remaining two shall be selected by the successor in interest to the Declarant (one of the two members selected by the successor shall be an architect). Plan approval by the successor committee shall be consistent with those plans and specifications which have been previously approved by Declarant.

Each Lot Owner, by his acceptance of a deed to a Lot, further acknowledges that in considering plans and specifications submitted, Declarant may take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and acknowledges that the Declarant may require submission of samples of materials to be used in the construction of said single-family residence as a condition of the approval of said plans and specifications. Each Lot Owner further acknowledges that the Declarant shall not be responsible or liable to said Lot 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 Lot Owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Each Lot Owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter a Lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Declarant in accordance herewith. All construction on any Lot shall be completed within a reasonable time after the start thereof.

No structure, planting or other material shall be placed or permitted to remain within the storm water management easement areas designated on the recorded plat of the Subdivision, which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement areas of each Lot and all surface improvements thereon shall be maintained continuously by the owner of said Lot, except for those improvements for which a public authority or public utility company is responsible.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision.

BUILDING LOCATION: No building shall be located on any Lot nearer to the front line or nearer to a side street line than the minimum building setback lines shown on the recorded plat of the Subdivision. No dwelling shall be located nearer to a lot line than permitted by code. Fireplaces may project into